

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡		RATING <b>DO-A7</b>		PAGE OF PAGES <b>1 34</b>	
2. CONTRACT NO.		3. SOLICITATION NO. <b>FA8721-06-R-0001</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY ESC/XPK ELECTRONIC SYSTEMS CENTER AIR FORCE MATERIEL COMMAND, USAF HANSCOM AFB, MA 01731-1806 CHRISTOPHER A. HASEN 781-377 X9860 CHRISTOPHER.HASEN@HANSCOM.AF.MIL				CODE FA8721		8. ADDRESS OFFER TO (If other than Item 7) ESC/AE 104 BARKSDALE ST BLDG 1520 HANSCOM AFB, MA 01731 ATTN: MR. JOHN ABISAMRA			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
<b>SOLICITATION</b>									
9. This Request for Proposal (RFP) is for the procurement of Engineering and Technology Acquisition Support Services for the Electronic Systems Center (ESC) and its Geographically Separated Units (GSUs). Proposals may be mailed or hand carried to the address in Block 8.									
10. FOR INFORMATION CALL: ➡		A. NAME See Block 7		B. TELEPHONE (Include area code) (NO COLLECT CALLS) See Block 7		C. E-MAIL ADDRESS See Block 7			
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<b>OFFER (Must be fully completed by offeror)</b>									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <b>180</b> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➡		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE			
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡					
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**Firm Fixed Price Task Orders**

**1000**

*Noun:* FIRM FIXED PRICE TASK ORDERS  
*Contract type:* J - FIRM FIXED PRICE  
*Start Date:* ASREQ  
*Completion Date:* ASREQ  
*Descriptive Data:*

- A. The types of services the contractor shall provide under the ETASS contract include, but are not limited to, engineering services, engineering support, technical support, provisioning and logistics support, modeling and simulation, configuration and data management, architectural support, test and evaluation, security engineering and certification, capability based planning, commercial-off-the-shelf integration support, integrated master plans and scheduling, and technical reviews, as referenced in the Statement of Objectives (SOO), Attachment 1.
- B. Each task order will include a FFP for the required task(s).
- C. Specific periods of performance will be identified in each individual task order but will not exceed the IDIQ three year POP.
- D. The travel and ODC costs in support of FFP task orders will be done on a cost reimbursement basis.

**Labor Hour Task Order**

**2000**

*Noun:* LABOR HOUR TASK ORDERS  
*Contract type:* Z - LABOR HOUR  
*Start Date:* ASREQ  
*Completion Date:* ASREQ  
*Descriptive Data:*

- A. The types of services the contractor shall provide under the ETASS contract include, but are not limited to, engineering services, engineering support, technical support, provisioning and logistics support, modeling and simulation, configuration and data management, architectural support, test and evaluation, security engineering and certification, capability based planning, commercial-off-the-shelf integration support, integrated master plans and scheduling, and technical reviews, as referenced in the Statement of Objectives (SOO), Attachment 1.
- B. Each task order will include a labor hour ceiling for the required task(s).
- C. Specific periods of performance will be identified in each individual task order but will not exceed the IDIQ three year POP.
- D. The travel and ODC costs in support of Labor Hour task orders will be done on a cost reimbursement basis.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**COST REIMBURSABLE TASK ORDERS**

**3000**

*Noun:* COST REIUMBURSABLE TASK ORDERS

*Contract type:* S - COST

*Start Date:* ASREQ

*Completion Date:* ASREQ

*Descriptive Data:*

A. The types of services the contractor shall provide under the ETASS contract include, but are not limited to, engineering services, engineering support, technical support, provisioning and logistics support, modeling and simulation, configuration and data management, architectural support, test and evaluation, security engineering and certification, capability based planning, commercial-off-the-shelf integration support, integrated master plans and scheduling, and technical reviews, as referenced in the Statement of Objectives (SOO), Attachment 1.

B. A Cost Plus Award Fee (CPAF) contract type may be used in the individual task orders in addition to cost reimbursement type.

C. Each task order will include an estimated cost for the required task(s).

D. Specific periods of performance will be identified in each individual task order but will not exceed the IDIQ three year POP.

E. The travel and ODC costs in support of Cost Reimbursement task orders will be included with estimated cost for labor in the individual task orders.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997)**

Total Price TBD in individual task orders.

Applicable to following Line Items: 1000  
*Applies to Firm-Fixed-Price CLIN(s) only.*

**B035 CONTRACT TYPE: LABOR- HOUR (DEC 2005) (TAILORED)**

(a) The Contractor shall furnish at the hourly rates stated below, all necessary and qualified personnel, managing and directing the same to complete CLIN(s) 2000 series (insert line item number(s)) within the performance period specified in Section F. In performance of these CLIN(s), Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates listed below for the identified labor categories.

CATEGORIES                      HOURLY RATE  
See Attachment 2 to the contract in Section J

(b) For the purposes of the clause of this contract entitled "Payments Under Time-and-Material and Labor-Hour Contracts", the total ceiling price of the CLIN(s) specified in paragraph (a) above is TBD in individual task orders.\_\_\_\_ (insert ceiling price).  
*Applies to Labor-Hour CLIN(s) only.*

**B038 CONTRACT TYPE: COST-PLUS-AWARD-FEE (FEB 1997) (TAILORED)**

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

(a) The total estimated cost of performance is ??? (insert estimated cost of performance)

(b) The base fee is ????? (insert base fee)

(c) The maximum award fee is ????? (insert maximum award fee)

(d) The award fee earned for performance from inception of contract through the evaluation period ending TBD in individual delivery orders. (insert end of evaluation period) has been determined to be TBD in individual delivery orders. (insert award fee earned).  
*Applies to Cost-Plus-Award-Fee CLIN(s) only.*

**B039 INDEFINITE QUANTITY (DEC 2005) (TAILORED)**

This is an Indefinite Quantity contract as contemplated by FAR 16.504. The total scope of the technical tasks for which orders may be issued is set forth in the attached Statement of Objectives (SOO). Upon contract award, the contractor's Statement of Work (SOW) will be incorporated. The maximum dollar amount the Government may order under this contract is \$480,000,000.00; the minimum amount is \$5,000.00.

#### **B040 ORDERING PROCEDURES (DEC 2005) (TAILORED)**

(a) Orders will be issued by the ESC/XPK Procuring Contracting Officer at Hanscom AFB, MA in accordance with the Ordering clause of this contract. However, the following procedures shall be used for negotiation of follow-on orders issued after the initial IDIQ contract and task order awards.

(1) The Contracting Officer will provide the Contractor with a Statement of Objectives for each proposed task order which will include a description of work to be performed, description of expertise required, and desired period of performance.

(2) The proposal due date will be not more than 2 weeks from the date of the Contracting Officer's request unless otherwise stated. The Contractor shall then: (i) submit to the Contracting Officer a brief technical discussion describing how the work will be performed; (ii) submit a cost proposal identifying labor categories and number of hours within each category required for the performance of the proposed work with supporting rationale; (iii) identify and provide rationale for all non-labor cost elements required for performance; and (iv) identify any Government property required for performance.

(3) Upon receipt of the proposal, the Contracting Officer will analyze the proposal and, if acceptable, issue an Order directing the Contractor to commence performance, or if the proposal is not fully acceptable as offered, negotiations shall be conducted prior to issuance of any Order. At the conclusion of negotiations, the Contractor will be required to submit a certificate of current cost or pricing data for any task order that exceeds \$550,000 IAW FAR 15.403(4) in the format specified in 15.406-2. In terms of proposal preparation. The Government will not reimburse awardees for proposals as a direct charge. In the event issues pertaining to a proposed work cannot be resolved to the satisfaction of the Contracting Officer, the Contracting Officer reserves the right to withdraw and cancel the proposed work. In such event, the Contractor shall be notified, via letter, of the Contracting Officer's decision. This decision shall be final and conclusive and shall not be subject to the Disputes clause or the Contract Disputes Act.

(b) The Contractor is not authorized to commence performance prior to issuance of the Order by the Contracting Officer.

#### **B042 SEGREGATION OF COSTS (DEC 2005) (TAILORED)**

The Contractor shall segregate all costs associated with each CLIN established in the individual task orders (insert contract line item(s)) of this contract from the costs associated with the other CLINs established in other task orders.

#### **B049 OPTIONS (APR 2000)**

The Government may require performance of the work required by CLIN(s) (to be spelled out in the individual task orders).. The Contracting Officer shall provide written notice of intent to exercise this option to the Contractor on or before to be identified in the individual TO's. If the Government exercises this option(s) by to be identified in the individual TO's , the Contractor shall perform at the estimated cost and fee, if applicable, set forth as follows:

Firm Fixed Price, Labor Hour ceiling, or estimated cost identified in TOs.

#### **B050 ALLOWABLE COST AND PAYMENT (COST NO FEE) (DEC 2005)**

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

The total estimated cost of performance is TBD in individual task orders.

Applicable to following Line Items: 3000

*Applies to Cost CLIN(s) only.*

**B054 IMPLEMENTATION OF LIMITATION OF FUNDS (DEC 2005)**

Pursuant to the clause FAR 52.232-22 in Section I, entitled, "Limitation of Funds", the total amount available for payment and allotted to this contract for CLINS TBD in individual task orders through TBD is TBD in individual task orders. It is estimated that this amount is sufficient to cover performance through TBD in individual task orders.

*Applies to Cost CLIN(s) only.*

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**C003 INCORPORATED DOCUMENTS/REQUIREMENTS (DEC 2005) (TAILORED)**

See Section J for a full listing of ETASS incorporated documents including Attachment 1, ETASS Statement of Objectives (SOO), 17 May 2006. At time of contract award, the contractor's Statement of Work (SOW) will be incorporated.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**D001 PRESERVATION, PACKAGING, PACKING AND MARKING REQUIREMENTS (FEB 1997)  
(TAILORED)**

Preservation, packaging, packing and marking shall be set forth in the individual task orders.

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.246-04 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)  
52.246-05 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)  
52.246-06 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)  
52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)  
Title, number (if any), date, and tailoring (if any) of the higher-level quality standards:  
'ESC/EN CMMI Framework'

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**E001 REQUIREMENTS FOR DATA ACCEPTANCE (FINAL DD FORM 250) (MAY 1997) (TAILORED)**

The Contractor shall prepare and submit a final DD Form 250 on a one-time basis collectively accounting for all completed Exhibit Line/Subline Items which called for submission of the data by letter of transmittal. The DD Form 250 shall include a list and an account of all data submitted by letter of transmittal and approved by the Government at the end of the reporting period.

**E004 MATERIAL INSPECTION AND RECEIVING REPORTS - FMS (JAN 1998)**

The contractor shall include the following information in Block 16 of the DD Form 250:

FMS Country  
Case Identifier  
Special Marking Instructions

**ESC-E001 ACCESS TO RECORD, DATA AND FACILITIES (MAY 2006)**

The contractor shall permit the Contracting Officer (CO) and/or designated representatives access at any reasonable time to all records, data and facilities used in performance of the contemplated services.

**ESC-E002 DATA FORMAT, INSPECTION AND ACCEPTANCE (MAY 2006)**

Inspection and acceptance requirements for data items will be specified in each task order, either on separate DD Forms 1423, or incorporated into the deliverables schedule of each task order issued under this contract. The format of data items may be submitted in contractor format if so specified by the individual task order.

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.242-15 STOP-WORK ORDER (AUG 1989)  
*Applies to Firm-Fixed-Price CLIN(s), Labor-Hour CLIN(s) only.*  
52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)  
*Applies to Cost CLIN(s) only.*

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**F001 OPTION CLIN PERFORMANCE PERIOD(S) (FEB 1998)**

The respective performance period(s) for option(s) identified in Section B is as follows:

CLIN Number                      Period of Performance  
To be defined in the individual task orders.

**F002 PERIOD OF PERFORMANCE (FEB 1997)**

Period of performance under this contract shall be three years. Task order period of performance will be stated in the individual task orders..

**F003 CONTRACT DELIVERIES (FEB 1997)**

The following terms, if used within this contract in conjunction with contract delivery requirements (including data deliveries), are hereby defined as follows:

(a) "MAC" and "MARO" mean "months after the effective date for award of the contractual action (as shown in block 3, Section A, SF 26)".

(b) "WARO" means "weeks after the effective date for award of the contractual action".

(c) "DARO" means "days after the effective date for award of the contractual action".

(d) "ASREQ" means "as required". Detailed delivery requirements are then specified elsewhere in Section F.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**ESC-G001 PAYMENT INSTRUCTIONS - MULTIPLE FUND CITATIONS (DEC 2005)**

a. Payment instructions shall be provided on each invoice. Disbursement shall be made from the OLDEST fund citations FIRST. As multiple sources and agencies contribute to the funding of this effort, the Payment Office shall take special care to ensure that funds are paid by the correct Accounting Classification Reference Numbers (ACRNs) and Info Sub-CLINs as specified on each invoice.

b. For clarity, the following table shall be used to assign ACRNs:

3400 O&M funds - ACRN A series (AA-AZ, A1-A9) (F, L, R, W)  
3600 RDT&E funds - ACRN B series (BA-BZ, B1-B9) (G, M, S, X)  
3080 Procurement funds - ACRN C series (CA-CZ, C1-C9) (H, N, T, Y)  
FMS funds - ACRN D series (DA-DZ, D1-D9) (J, P, U, Z)  
Other Agency Funds - ACRN E Series (EA-EZ, E1-E9) (K, Q, V)  
DO not use (I or O)

c. Do not liquidate any funds from an ACRN unless all older ACRNs in that series have been fully liquidated, or unless revised payment instructions are provided per paragraph d. below.

d. Additional ACRNs will be assigned when new accounting classifications are available. When adding new ACRNs or changing existing ACRNs, the above payment instructions shall apply, unless specific revised payment instructions are provided as part of a contract modification.

e. The Contracting and Program Management Points of Contact are as follows:

(1) Ordering Procurement Contracting Officer (PCO): John Abisamra  
email: john.abisamra@hanscom.af.mil  
telephone: 781-377-4312

(2) Ordering Contracts Manager: Christopher Hasen  
email: christopher.hasen@hanscom.af.mil  
telephone: 781-377-9860

(3) Program Manager: Capt Charles Harding  
email: charles.harding@hanscom.af.mil  
telephone: 781-377-8962

f. The Quality Assurance Evaluators (QAEs) for this Task Order are as follows: (to be named in individual TOs issued hereunder). These individuals are delegated only the authorities limited to inspection, acceptance and rejection of work.

g. The Total ETASS ceiling prices for each period of performance will be specified in each individual TO.

**G001 ACCOUNTING AND APPROPRIATION DATA (FEB 1997) (TAILORED)**

Accounting and appropriation data will be set forth on individual task orders issued hereunder.

**G006 INVOICE AND PAYMENT - COST REIMBURSEMENT (FEB 2006) (TAILORED)**

Invoices (or public vouchers), supported by a statement of cost for performance under this contract, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) office. Under the provisions of DFARS 242.803(b), the DCAA auditor, is designated as the authorized representative of the contracting officer (CO) for examining vouchers received directly from the contractor.

The Quality Assurance Personnel (QAP) is the designated point of final inspection and acceptance by the Government for all services provided under a TO. The contractor shall submit each invoice to the QAP for review and signature. The QAP shall return a signed copy to the contractor within five (5) working days. If the invoice is incomplete or inaccurate, the unsigned invoice shall be returned to the contractor for correction and resubmission. The contractor shall submit a final invoice no later than ninety (90) days after the end of the base period and each option period.

**G015 IMPLEMENTATION OF TAXPAYER IDENTIFICATION NUMBER (APR 1998)**

In accordance with FAR 52.204-03, Taxpayer Identification Number is TBD .

**G018 CONTRACT HOLIDAYS (FEB 2003) (TAILORED)**

(a) The average work week is 40 hours. The average work day is 8 hours and the window in which those 8 hours may be scheduled is between 6:00 AM and 6:00 PM, Monday through Friday, except for Federal holidays. The prices/costs in Section B of the contract include holiday observances; accordingly, the Government will not be billed for such holidays, except when services are required by the Government and are actually performed on a holiday. Holidays in addition to those reflected in this contract, which are designated by the Government, will be billable provided the assigned Contractor employee was available for performance and was precluded from such performance.

(b) The following days are contract holidays: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (insert holidays)

(c) In the event a contractor is required to perform work in a foreign country that recognizes different holidays, those holidays (up to 10) may be interchangeable for non-billable hours with the approval of the PCO in writing.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**ESC-H001 CONTRACTING OFFICERS AUTHORITY (MAY 2006)**

a. The ESC Contracting Officer (CO) is the only person authorized to approve changes or modify any of the requirements contained in this contract or any resultant task orders; the said authority remains solely with the CO unless specifically delegated to an Administrative Contracting Officer or a Termination Contracting Officer by the contract clauses of this contract or in writing by the CO. In the event the contractor effects any such change at the direction of any other person other than the CO, the change will be considered to have been made without authority and no adjustment will be made to the contract costs to cover any increase incurred as a result thereof.

b. The contractor shall submit requests for modifications of this contract and any resultant task orders to the CO with a copy of the request to the quality assurance personnel (QAP), as designated in the QAP appointment letter.

c. Contractual problems, of any nature, that may arise during the life of this contract must be handled in conformance with very specific public laws and regulations (i.e. Federal Acquisition Regulation). Only the CO is authorized to formally resolve such problems. Therefore, the contractor is hereby directed to bring all such contractual problems to the immediate attention of the CO.

d. Request for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted to the CO.

e. The CO may assign certain administration functions to a cognizant Administrative Contracting Officer (ACO) by a specific letter of delegation. All functions not specifically delegated to the ACO will be retained by the CO located at ESC, unless otherwise prohibited by statute or regulation.

**ESC-H002 ORDER OF PRECEDENCE (MAY 2006)**

In the event of an inconsistency between the terms and conditions of this contract, resultant task orders, and contractor technical and cost proposals, the inconsistency shall be resolved by giving precedence in the following order:

- a. The contract, as further defined by FAR 52.215-8;
- b. The task orders, excluding the contractor technical and cost proposals, and;
- c. The contractor technical and cost proposals (as applicable).

**ESC-H101 ORGANIZATIONAL CONFLICT OF INTEREST (DEC 2005)**

Pursuant to Air Force Material Command FAR Supplement (AFMC FARS) Clause 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AUG 2002), the following additional terms and conditions apply:

- a. Purpose: The primary purpose of this clause is to aid in ensuring that:

(1) the Contractor's professional objectivity and judgment are not biased because of its present or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;

(2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and

(3) the Contractor does not obtain any unfair competitive advantage by virtue of its access to proprietary information belonging to others.

b. Scope: The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as prime Contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. The term "proprietary information" for purposes of this clause is any information considered so valuable by its owners that it is held secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

(1) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals thereof (solicited or unsolicited) which relate directly to the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been, substantially involved in their development or marketing. Subcontractors shall not participate on this contract in any area where they are a prime contractor or have significant responsibility as a subcontractor. In addition, if the Contractor under this contract participates in the preparation of any, Statements of Work (SOW), Statement of Objectives (SOO), Performance Work Statement (PWS), designs, specifications or other requirements documents to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such requirements. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on acquisitions involving the same or similar supplies or services based on such requirements if it is not otherwise prohibited by this clause, or any law or regulation.

(2) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for work based on such information for a period of two (2) years after the completion of this contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information until two (2) years after such information is released or otherwise made available to the public, or (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.

(3) Access To and Protection of Proprietary Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. The Contractor will educate its

employees regarding the philosophy of FAR Part 9.505-4 so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.

c. Subcontracts: The Contractor shall include this or substantially the same clause, including this paragraph, in consulting agreements and subcontracts of all tiers. The terms "Contract," "Contractor," and "Contracting Officer" will be appropriately modified to preserve the Government's rights.

d. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of an OCI as that term is used in FAR Subpart 9.5.

(2) The Contractor represents that if it discovers an OCI or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

e. Enforcement, Waiver, and Remedies:

(1) To ensure enforcement of this clause, the Contractor shall, prior to submission of any response to a Request for Proposal (RFP) or other solicitation issued by any unit within the Electronic Systems Center (ESC) notify the Contracting Officer in writing of its intention to participate in any acquisition resulting from such solicitation either as a prime or subcontractor, and shall describe the nature and extent of its planned participation. The Contracting Officer shall, in response to such notification, inform the Contractor, in writing, whether the restrictions and limitations of this clause apply to its planned participation in such other acquisition.

(2) The parties recognize that this clause has potential effects on the Contractors business opportunities at ESC, some of which will survive the performance of this contract, and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver of this clause from the Contracting Officer by submitting a full written description of the requested waiver and the reasons in support thereof. Granting a waiver is in the sole discretion of the Contracting Officer, but factors favoring a waiver include:

(a) Granting the waiver significantly enhances competition in the acquisition for which the exception is being sought;

(b) Contractor participation in the particular competition does not create an appearance to a reasonably informed offeror that an unfair competitive advantage arises out of the ETASS contract performance; and, as appropriate,

(c) The Contractor presents a specific OCI mitigation plan which, in the sole judgment of the Government, adequately mitigates both real and reasonably perceived OCIs. The Contractor's OCI Mitigation Plan will become an attachment to the contract.

(3) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an OCI (or the potential thereof) subsequent to the award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government.

#### **ESC-H103 SPECIAL TERMS RELATIVE TO WAR, ARMED CONFLICT, INSURRECTION, CIVIL OR MILLITARY STRIFE OR SIMILAR CONDITIONS (DEC 2005)**

a. The term "country" as used herein shall be defined in subsequent TO modifications that specifically direct contractor support contemplated under the scope of this clause.

b. In the event competent authority of the United States determines that due to war, armed conflict, insurrection, civil or military strife or similar conditions, the safety of Contractor/subcontractor personnel is threatened, the parties hereto will negotiate an equitable adjustment to the contract for costs incurred to retain such personnel in (country) or to return such personnel and their dependents to the United States and secure replacements as applicable.

c. The conditions stated in paragraph b of this clause shall be met if and when the United States Secretary of Defense or any designated representative thereof, issues a determination that the safety of Contractor personnel is threatened and defines the area affected. In such event, the parties shall negotiate the retention of Contractor personnel in (country) or the specified area, or removal of Contractor personnel and/or their dependents from (country) or the specified area, and the price adjustment(s) for such actions.

d. The contractor shall, to the extent that qualified personnel serve in (country) or the specified area are not available, be relieved of the requirement for continuing service in (country) or that area during the period of hostilities. The return to the Contractor's plant of any employee not willing to serve in (country) or in such an area shall be determined to be for the convenience of the Government. However, the Contractor shall make every responsible effort to provide uninterrupted contract performance by qualified personnel. The contract price shall be equitably adjusted by an amount arising from emergency evacuation of such personnel to the nearest place of safety and their return to the place of performance when and if appropriate. Likewise, the contract price shall be equitably adjusted by an amount associated with maintaining contractor presence in the hostile environment.

e. Notwithstanding the above, the activities and responsibilities of the United States Government (including both the United States Air Force and Contractor services) under this program may be suspended at any time upon determination by the Secretary of State, or any designated representative thereof, that, due to war, armed conflict, insurrection, military or civil unrest, or any other conditions, the best interests of the United States so require. The parties hereto shall negotiate an equitable adjustment to the contract to reimburse the Contractor for any special or additional costs resulting from such suspension.

f. Under no circumstances will Contractor/subcontractor personnel be required to perform activities that would violate international laws of war and/or armed conflict or direct preparation thereof.

#### **ESC-H104 PASSPORTS, VISAS, LICENSES, AND PERMITS (DEC 2005)**

a. The Contractor shall be responsible for timely and complete submittal of the necessary information and forms directly to the appropriate Government Agency responsible for the required passports, visas, licenses, and permits. The Contractor shall be responsible for the sponsorship of its employees and their dependents and shall process said permits directly through the appropriate Government Agency, at no additional cost to the Government.

#### **ESC-H106 PERMANENT RELOCATION COMPENSATION/ALLOWANCES (DEC 2005)**

Upon permanent relocation (OCONUS) and only if specifically authorized by the Ordering PCO in writing, additional compensation/allowances will be provided for support Contractor employees, and will be calculated based upon customary Department of Defense differentials. Differentials will be applied to support Contractor employees' base salary and the increase in base salary due to the application of the differential paid under the cost reimbursement ODC CLIN.

#### **ESC-H108 MATERIALS (DEC 2005)**

a. With regard to Segregation of Costs, the following additional terms and conditions apply:

(1) The Contractor shall be required to procure materials as directed by the QAE. Materials therefore may include reproduction costs, shipping and postage, long distance telephone costs and miscellaneous materials such as binders, computer disks and included as part of General and Administrative expenses. Approval to charge against particular CLINs and corresponding option period CLINs, must be received in writing from the QAE. Reimbursement for material expenses incurred in the performance of the SOO's Task Orders with prior Government approval is authorized. Reimbursement shall include the full cost of equipment purchased and reimbursement of general and administrative expenses as appropriate. No profit or fee will be added.

#### **ESC-H109 PROHIBITED ACTIVITIES (MAY 2006)**

The contractor shall not perform tasks under any individual task order which involves the following:

- (1) Preparation of any statement of requirements, objectives, or needs to be procured by the Government for A&AS, whether it be acquired by future orders under the ETASS program or by any other contract action at ESC
- (2) Evaluation of the qualifications of a potential source or any proposal for a contract or order by the Government for A&AS or any other supplies or services
- (3) Formulation of best value criteria, acquisition plans, solicitations, or strategies for the purchase of A&AS
- (4) Preparation of documentation for future ETASS task orders

#### **ESC-H110 REPRESENTATIVE OF THE CONTRACTING OFFICER (MAY 2006)**

a. The following named Quality Assurance Evaluator (QAE) at the appropriate ordering Wing/Group is(are) authorized to act as an official representative of the Ordering PCO:

TBD when individual task orders are issued

b. The above is (are) designated by the Ordering PCO and are authorized to act within the limitations specified herein and written restrictions specifically imposed under the terms of the order and by the Ordering PCO. This authority shall extend to the following: inspection, acceptance, or rejection of work.

c. This designation does not include authority to direct changes in scope, price, or terms and conditions of the contract or order. The authority herein also does not include authority to execute modifications to the task order that require the signature of the ordering PCO, or to bind the Government by contract in terms of a proposed contract change.

#### **ESC-H111 LABOR HOUR ORDERS (MAY 2006)**

a. The contractor shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) within the terms specified and at the price(s) stated. Upon contract award, the contractor's Statement of Work (SOW) will be incorporated. All orders will be issued at the contract-year labor rates in effect at the time the work is performed.

b. It is understood and agreed that the contractor shall use in the performance of the contract, the labor categories and hours specified in each order. Permission to expend labor hours that exceed the normal monthly burn rate (using 8 hours per day), will be approved in writing by the FAE, prior to the time worked.

c. The labor categories and hours specified in each order represent the current best estimate of the services to be performed. To enhance flexibility and to allow the contractor to determine

the optimum labor mix for the order, the contractor may, without notice to the Government, increase or decrease the number of hours for each category specified in the individual order by no more than 30%. These adjustments are allowable only to the extent that the ceiling price and the total number of hours of the labor CLIN(s) are not exceeded. The contractor will not be paid more than the ceiling price of any individual order.

d. The Government shall have the right to direct temporary performance (NTE 179 days) of services in any labor category at locations other than Hanscom AFB or ESC's GSU locations, to include overseas locations. In the event that the Government exercises this right, the Contractor/Team Member shall be entitled to an equitable adjustment to the extent that the change in location of services increases the Contractor/Team Member's cost of performance and such costs are not otherwise covered or provided for under any other terms & conditions of the task order.

e. In the event the Contractor/Team Member expends fewer hours than set forth in the individual order, the ceiling price for the order shall be adjusted to reflect the actual number of hours expended and the final order price. In no case will the final price exceed the ceiling price of the order.

f. Notwithstanding any other provision, the Contractor/Team Member shall maintain sufficient accounting records for verification of the hours and categories of labor incurred in the performance of each order. It is further understood and agreed that the accounting records shall be available for Government review during the performance of the contract and until three years after final payment under the contract. In the event subcontract labor is included in the labor effort contained in paragraph (c) above, the foregoing records provisions shall be included in all applicable subcontracts.

g. Payment under individual orders for CLINs (to be specified in order) will be in accordance with FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts.

#### **ESC-H112 FINANCIAL CONFLICT OF INTEREST (MAY 2006)**

a. Except as provided for under subparagraph (d) hereof, the prime contractor shall not assign, nor allow any employee for whom it receives payment under this contract to perform any task under this contract concerning any program, prime contractor, contract, or other matter in which that employee, or that employee's spouse, minor child or household member has a financial interest. For each employee who performs a task in violation of this prohibition, the price of the CLIN under which the prime contractor receives payment for that performance shall be reduced by the product of the hourly rate prescribed for that employee in the schedule (including wages, indirect costs, general and administrative expenses and profit), multiplied by the number of hours in which that employee was performing the task in violation of this prohibition, and the prime contractor shall forfeit any right to receive said payment. Direct and indirect costs allocable to the expended hours for which payment has been forfeited shall be accounted for as unallowable costs and shall not be charged to this or any other Government contract.

b. A financial interest consists of any interest in, or affiliation with, a prime contractor, a subcontractor to a prime contractor, any offerors, or any prospective subcontractor to any offeror for the program, contract, or other matter for which the employee is performing the support task under this contract. A financial interest does not consist of an interest in, or affiliation with, the prime contractor that is the party to this contract. The financial interest can take the form of any ownership interest (e.g. stock; ownership of bonds; a loan or other financial arrangement that is other than an arm's length transaction; employment, or an arrangement concerning prospective employment, including negotiations therefore, or, any non-arm's length loan, any gift from, or any other non-arm's length financial arrangement or interest with, any person who is directly communicating with the Government on behalf of any prime contractor, subcontractor Holder thereto, or any prospective subcontractor or offeror as described above).

c. The prime contractor shall obtain and maintain, as part of its personnel records, a financial disclosure statement from each employee assigned to perform support tasks for the Government under any order resulting from this program. The financial disclosure statement shall: (1) list any financial interests described in subparagraph (b) hereof, (2) be obtained not later than each employee's initial

assignment to a support task under this program, (3) be updated at least annually, and (4) be reviewed by the prime contractor with each employee on an annual basis during the term of the orders under this program.

d. Whenever the prime contractor wishes to assign an employee to perform a task on an order under this program concerning any program, contract, prime contractor, or other matter in which the employee has a financial interest as defined under subparagraph (b) hereof, the prime contractor shall, before making the assignment, obtain a written waiver from the Ordering PCO, by submitting to the prime contractor a written request for waiver including all relevant supporting information. The Ordering PCO shall have the sole discretion to grant or deny the waiver in whole or in part. The Ordering PCO's determination shall be discretionary, final and conclusive and not subject to appeal under the Disputes clause or the Contract Disputes Act of 1978.

e. The prime contractor shall, upon written request by the Ordering PCO, and at no increase in contract price, make such financial disclosure statement available to the Government for inspection and review.

#### **ESC-H114 OVERTIME CLAUSE (MAY 2006)**

Payment is not authorized .

#### **ESC-H115 SOCIOECONOMIC GOALS (MAY 2006)**

The contractor shall conform to the stated ESC overall goals of 35% Small Business Opportunities, which will include 19.9% Small Business, 7.5% Small Disadvantaged Business (SDB), 3.75% Service Disabled Veteran Owned Business (SDVOSB), 3.75% Women-Owned Small Business (WOSB), and 0.1% Historically Underutilized Business Zone (HUBZONE) with the initial proposal, as well as, ensuring that the goals are maintained during execution. The socio-economic goals will be evaluated at the aggregate total of the dollars obligated on the task orders. If applicable, the resulting subcontracting plan will become an attachment to the contract.

#### **ESC-H117 TEAMING ARRANGEMENTS (JUN 2006)**

a. Individual Firms may subcontract with the ETASS Prime contractors, however, no cross teaming is allowed.

(1) Each subcontractor may only be associated as a team member of only one ETASS prime contractor.

(2) No ETASS prime contractor may subcontract with another ETASS prime contractor.

b. No adjustments to labor category rates or any other terms and conditions of this contract will be made due to any changes in team composition throughout the life of this contract.

#### **ESC-H118 TRAINING (JUL 2006)**

A. Cost Reimbursable Training: Cost reimbursable training is only that required because of a level of support necessary to meet program/mission-unique needs. Such cost reimbursable training shall be identified to the contractor by letter as it becomes available or required by the contracting officer.

B. Mandatory ESC Centernet on-line training: The contractor's employees shall complete mandatory ESC Centernet on-line training as required and the contractor is allowed to bill those hours against the appropriate labor hour CLIN.

C. Mission-Unique Training: In situations where the Government organization being supported requires some unique level of support because of program/mission-unique needs, then the Contractor may directly charge the TO. Unique training required for successful Wing support must be specifically authorized by

the ordering PCO. Travel related expenses that are allowable under the Joint Travel Regulations (JTR) may be billed on a cost reimbursement basis if specifically authorized by the ordering PCO. The Wing requiring the unique support must document the TO file with a signed memorandum that such contemplated labor, travel, and costs to be reimbursed by the Government are mission essential and in direct support of unique of special Wing requirements to support the billing of such costs against the TO.

D. Other Government Provided Training: The contractor's employees may participate in other government provided training, on a non-discriminatory basis as among contractors, under the following circumstances:

The employees' participation is on a space-available basis,

The employees' participation does not negatively impact performance of this task order,

The government incurs no additional cost in providing the training due to the employees' participation,

Man-hours spent due to the employees' participation in such training are not invoiced to this task order.

#### **ESC-H119 SURGE SUPPORT (JUL 2006)**

ETASS task orders may include one or more options for "surge support". Surge support is defined as additional engineering support which may be required in order to provide support to programs that have been accelerated or otherwise modified, as directed by Department of Defense (DoD), Air Staff, SAF/AQ, Program Executive Office (PEO), or other individuals or organizations with authority to modify the program's development path.

#### **ESC-H120 SAFETY AND VOLUNTARY PROTECTION PROGRAM SERVICE CONTRACTS (JUL 2006)**

Contractors shall comply with Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting standards, OSHA Standard 29 CFR 1910, 1926, and the protection of their employees. Hanscom AFB is part of the OSHA Voluntary Protection Program (VPP). All contractors are required to familiarize themselves with the requirements of the VPP. Information on the VPP can be accessed at <<http://www.osha.gov/dcsp/vpp/index.html>>

#### **ESC-H121 TEAM MANAGEMENT (JUL 2006)**

The contractor shall provide a methodology for establishing, managing and maintaining a contractor team. The ETASS contractor will provide for the Senior ETASS (ESC Level) manager (not directly chargeable to the task orders) to be resident in the ESC/EN Directorate. With the award of the PASS contract, ESC will be supported by two distinct contract vehicles that provide management, technical, and administrative support. The ETASS and PASS contract efforts will result in significant opportunities for the respective contractors to work together in support of the ESC mission. ESC expects that both contractors will enter into agreements, conduct joint working sessions, and coordinate their activities during Transition and throughout the life of the contract to maintain a single, unified focus on the success of ESC and our customers.

#### **ESC-H122 CONTRACT MANAGEMENT (JUL 2006)**

The Contractor shall be responsible for managing all aspects of the contract and TOs, to include cost, schedule, performance and management. The contractor shall act as the task integrator, assuring that all technical and program elements of a TO provide a fully integrated approach. Contract and TO performance feedback will be relayed to the contractor quarterly by the Government FC/FD, summarizing

the monthly surveillance performed by the QAP. Contractor Performance Assessment Reports (CPAR) will be prepared annually for those TOs meeting a \$1M threshold over the life of the TO.

#### **ESC-H123 BILLABLE HOURS (JUL 2006)**

In order for man-hours to be billed, deliverable services must have been performed in direct support of a requirement in the TO SOW. In the course of business, situations may arise where Government facilities may not be available for performance of the TO requirements (i.e., base closure due to weather, Force Protection conditions, etc.). There may also be occasions when support contractors are invited to participate in morale and recreational activities (i.e., holiday parties, golf outings, sports days and other various social events). Since a contract employee is not a government employee, the contract employee cannot be granted the same duty time activities as Government employees. Participation in such events is not billable to the TO. A contractor has a legal right to establish rules of conduct and attendance for its employees and interfering with these rules may create a liability for which the contractor may claim compensation. Directing or inviting a contractor employee to participate in Government employee duty time activities generally interferes with the manner in which a contractor manages its business. Such direction may alter the contract into a personal services contract. Under these circumstances, contractor employees must comply with individual company policy that is in accordance with that company's compensation system.

#### **ESC-H124 NON-PERSONAL SERVICES (JUL 2006)**

The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Ordering Procurement Contracting Officer (PCO) immediately. These services shall not be used to perform inherently Governmental functions (i.e. work of a policy/decision making or management nature). All decisions relative to programs supported by the Contractor shall be the sole responsibility of the Government.

#### **ESC-H125 SECURITY (JUL 2006)**

The contractor shall not divulge any information regarding files, data, processing activities/functions, user ID's, passwords, or other knowledge that may be gained, to anyone who is not authorized to have access to such information. Contractor personnel shall abide by all Government rules, procedures, and standards of conduct. Individuals performing work under any resultant Task Order must be a United States citizen and must comply with applicable program security requirements which require personnel security clearances up to and including Top Secret. The security clearance requirements will depend on the security level required by each Task Order. The Task Orders may also require access to sensitive compartmented information (SCI) for which SCI eligibility will be required and Special Access Programs (SAP). In such an event, only those contractors who meet the proper security requirements will be considered for Task Order award.

#### **ESC-H126 PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY THE PRESIDENT OF THE UNITED STATES, THE SECRETARY OF DEFENSE, OR OVERSEAS COMBATANT COMMANDER (JUL 2006)**

The performance of these services is not considered mission essential during time of crisis. Should a crisis be declared, the Contracting Officer or his/her representative will verbally advise the Contractor of the revised requirements, followed by written direction.

#### **ESC-H127 SUBCONTRACT MANAGEMENT (JUL 2006)**

The prime contractor shall manage the work distribution to its subcontractors to ensure there are no Organizational Conflict of Interest (OCI) considerations. The Contractor may add subcontractors to their team, after notification to the IDIQ PCO, to establish a strong technical capability to meet diverse TO requirements. They may disseminate portions of individual TOs to subcontractors based upon areas of expertise. The Contractor shall be held fully responsible for all aspects of TO performance and oversight, regardless of any arrangement between the prime and its proposed subcontractors.

#### **H025 INCORPORATION OF SECTION K (OCT 1998)**

Section K of the solicitation is hereby incorporated by reference.

#### **H029 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (OCT 1997)**

In order to comply with DFARS 252.204-7000, Disclosure of Information, the following copies of the information to be released are required at least 45 days prior to the scheduled release date:

- (a) TBD in individual TOs copy(ies) to: Office of Public Affairs, TBD in individual TOs
- (b) TBD in individual TOs copy(ies) to: Contracting Officer, TBD in individual TOs
- (c) TBD in individual TOs copy(ies) to: Program Manager, TBD in individual TOs.

#### **H035 INCORPORATION OF SUBCONTRACTING PLAN (DEC 2005) (TAILORED)**

In accordance with FAR 52.219-9, Small Business Subcontracting Plan, the subcontracting plan contained in TBD (insert proposal number or contract number) dated ????? (insert date) is incorporated herein by reference or included in Part III, Section J, as Attachment TBD (insert attachment number or N/A) to the contract.

#### **H047 TRAVEL (FEB 2003) (TAILORED)**

The Contractor may be required to travel within the contiguous United States and overseas. The Contractor may be required to travel by Government-provided transportation. Travel to locations outside the contiguous United States may be required of 90 days or more. The Contractor shall be responsible for obtaining any passports or visas and making travel arrangements to and from any CONUS location. Travel costs subject to reimbursement are limited to travel occurring at the direction of the Government and performed in conjunction with a specific requirement, for a trip authorized in the task order. Travel requirements will be reimbursed by separate voucher and must be approved in advance by the Contracting Officer or their appointed representative for the individual task order. The contractor shall be responsible for obtaining all passenger transportation, lodging, and subsistence, both domestic and overseas, required in the performance of task orders. Allowable travel costs not specifically covered in FAR 31.205-46 may be addressed on an as-needed basis. The Joint Travel Regulation (JTR) does not apply to contractors; however, it may be used to aid the contracting officer in making individual decisions regarding travel rules. Travel requirements will be identified, proposed, and negotiated in individual task orders on a cost-reimbursement basis. No profit or fee will be paid. Billable travel costs are air fare, ground transportation, and per diem costs. Billable hours for a travel day will not exceed eight (8) hours. Labor hours associated with travel will be billed separately and will be charged to the labor hour CLIN series. Local travel or the relocation of the contractor personnel from other geographic areas, for the purpose of staffing a task order, is not subject to reimbursement. The Government will not pay for travel to and from the employee's home and Hanscom AFB (or any of the ESC GSU's) or the Bedford MITRE facility and the employee's home, or to and from one company building to another (either within a company or to and from a prime to a subcompany), or from the employee's home to the contractor facility.

#### **H055 INSURANCE CLAUSE IMPLEMENTATION (FEB 2003)**

The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance--Work on a Government Installation, and/or 52.228-7, Insurance--Liability to Third Persons. *Applies to Firm-Fixed-Price CLIN(s), Cost CLIN(s) only.*

#### **H063 CONTRACTOR IDENTIFICATION (FEB 2003) (TAILORED)**

(a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract. The Prime will develop a standard ETASS ID badge. All contractor/subcontractor personnel shall be required to wear ETASS picture identification so as to distinguish themselves from Air Force (organic employees). Contractors or subcontractors shall identify themselves on any attendance sheet or coordination documents they may review. Electronic mail signature blocks shall identify their ETASS affiliation. Where practicable, contractor/subcontractors carrying collocated space with their Government program customer should identify their work space area with their name and ETASS affiliation.

(b) Contractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

#### **H087 GOVERNMENT- FURNISHED PROPERTY (GFP) (FEB 2003)**

Pursuant to the Government Property clause herein, the Government shall furnish the item(s) of property listed below as Government-Furnished Property (GFP) to the Contractor, f.o.b. TBD in individual TOs, for use in performance of this contract. Upon completion of the contract, the Contractor shall obtain disposition instructions from the Government Property Administrator of the activity having responsibility for administration of the contract.

ITEM NR	NSN	NOUN	PART NO	QTY	DELIVERY DATE
TBD in individual TOs					

**Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:**

**Database\_Version: 6.6.x.500; Issued: 7/19/2006; FAR: FAC 2005-11; DFAR: DCN20060711; DL: DL 98-021; Class Deviations: CD 2005o0001; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 06-01; AFAC: AFAC 2006-0515; IPN: 98-009**

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.202-01	DEFINITIONS (JUL 2004)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.204-09	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE I (OCT 1997) Alt I, Para (b)(1), The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format: 'TBD in individual requests for task order proposals and requests for task order modifications'
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE II (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE IV (OCT 1997) Alt IV, (a), Description of the information and the format that are required: 'TBD for individual TOs'
52.216-07	ALLOWABLE COST AND PAYMENT (DEC 2002) <i>Applies to Cost CLIN(s) only.</i>

52.216-11	COST CONTRACT -- NO FEE (APR 1984) <i>Applies to Cost CLIN(s) only.</i>
52.216-18	ORDERING (OCT 1995) Para (a), Issued from date is 'contract award' Para (a), Issued through date is 'one year from the date of contract award'
52.216-19	ORDER LIMITATIONS (OCT 1995) Para (a). Insert Dollar amount or quantity. '\$2,700,000' Para (b)(1). Insert dollar amount or quantity '\$480,000,000' Para (b)(2). Insert dollar amount or quantity. '\$480,000,000' Para (b)(3). Insert number of days. 'N/A' Para (d). Insert number of days. '7'
52.216-22	INDEFINITE QUANTITY (OCT 1995) Para (d), Date is '3 years from contract award date'
52.217-09	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) Para (a), Period of time '30 days' Para (a), 60 or as appropriate '60 days' Para (c), Number of Months/Years. '3 years'
52.219-04	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-09	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)
52.219-09	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) - ALTERNATE II (OCT 2001)
52.219-16	LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
52.222-01	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005)
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.224-01	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-02	PRIVACY ACT (APR 1984)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-03	PATENT INDEMNITY (APR 1984)
52.227-05	WAIVER OF INDEMNITY (APR 1984) Patents are identified as 'TBD in individual TOs if applicable'
52.228-05	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.228-07	INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)

- Applies to Cost CLIN(s) only.*
- 52.229-03 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
- Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)
- Para (c), Agency name 'United States Department of the Air Force'
- Para (g), Agency name 'United States Department of the Air Force'
- Para (g), Agency name 'United States Department of the Air Force'
- Para (g), Agency name 'United States Department of the Air Force'
- Applies to Cost CLIN(s) only.*
- 52.230-02 COST ACCOUNTING STANDARDS (APR 1998)
- 52.230-06 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)
- 52.232-01 PAYMENTS (APR 1984)
- Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.232-07 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2005)
- 52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.232-09 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-11 EXTRAS (APR 1984)
- Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.232-17 INTEREST (JUN 1996)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)
- Date '30 SEP 2007'
- Date '30 SEP 2007'
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- Applies to Cost CLIN(s) only.*
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)
- 52.232-25 PROMPT PAYMENT (OCT 2003)
- 52.232-25 PROMPT PAYMENT (OCT 2003) - ALTERNATE I (FEB 2002)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)
- para (c) Name 'TBD by task order'
- para (c) Mailing Address 'TBD by task order'
- para (c) Telephone Number 'TBD by task order'
- para (c) Person to Contact 'TBD by task order'
- para (c) Electronic Address 'TBD by task order'
- 52.233-01 DISPUTES (JUL 2002)
- 52.233-01 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
- 52.233-03 PROTEST AFTER AWARD (AUG 1996)
- Applies to Firm-Fixed-Price CLIN(s), Labor-Hour CLIN(s) only.*
- 52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
- Applies to Cost CLIN(s) only.*
- 52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.237-02 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.237-03 CONTINUITY OF SERVICES (JAN 1991)
- 52.239-01 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- 52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- Applies to Cost CLIN(s) only.*
- 52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

- Applies to Labor-Hour CLIN(s), Cost CLIN(s) only.*
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)
- Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)
- Applies to Cost CLIN(s) only.*
- 52.243-03 CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
- Applies to Labor-Hour CLIN(s) only.*
- 52.243-07 NOTIFICATION OF CHANGES (APR 1984)
- Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days'
- Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
- 52.244-02 SUBCONTRACTS (AUG 1998)
- Para (e), approval required on subcontracts to: 'all'
- Para (k), Insert subcontracts evaluated during negotiations. 'TBD'
- Applies to Firm-Fixed-Price CLIN(s), Labor-Hour CLIN(s) only.*
- 52.244-02 SUBCONTRACTS (AUG 1998) - ALTERNATE I (JAN 2006)
- Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'all'
- Para (k), the following subcontracts which were evaluated during negotiations: 'TBD'
- 52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996)
- Applies to Labor-Hour CLIN(s), Cost CLIN(s) only.*
- 52.245-01 PROPERTY RECORDS (APR 1984)
- 52.245-02 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004)
- 52.245-02 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEVIATION) (MAY 2004) - ALTERNATE I (APR 1984)
- Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.245-05 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) (MAY 2004)
- Applies to Labor-Hour CLIN(s), Cost CLIN(s) only.*
- 52.245-19 GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
- 52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
- 52.248-01 VALUE ENGINEERING (FEB 2000)
- Para (m). Contract number. 'TBD'
- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
- Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.249-04 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM) (APR 1984)
- Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
- Applies to Cost CLIN(s) only.*
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE I (SEP 1996)
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE IV (SEP 1996)
- Applies to Labor-Hour CLIN(s) only.*
- 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- Applies to Labor-Hour CLIN(s), Cost CLIN(s) only.*
- 52.250-01 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984)
- 52.251-01 GOVERNMENT SUPPLY SOURCES (APR 1984)
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

## **B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)  
252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-  
CONTRACT-RELATED FELONIES (DEC 2004)  
252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)  
252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)  
252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)  
252.204-7004 ALTERNATE A TO FAR 52.204-7, CENTRAL CONTRACTOR REGISTRATION (NOV  
2003)  
252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)  
252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC  
1991)  
252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE  
GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)  
252.211-7000 ACQUISITION STREAMLINING (DEC 1991)  
252.215-7000 PRICING ADJUSTMENTS (DEC 1991)  
252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)  
252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)  
252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS  
MATERIALS (APR 1993)  
252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS  
MATERIALS (APR 1993) - ALTERNATE I (NOV 1995)  
252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JUN 2005)  
252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)  
252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND  
CANADA--SUBMISSION AFTER AWARD (JUN 2005)  
252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE  
UNITED STATES (JUN 2005)  
252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2004)  
252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAR 2006)  
252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)  
252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)  
252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS  
OUTSIDE THE UNITED STATES (MAR 2006)  
Para (d). Information and guidance pertaining to DoD antiterrorism/force protection can  
be obtained from: 'local Security Forces Squadron and/or Office of Special Investigations'  
252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC  
ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)  
252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)  
252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995) -  
ALTERNATE I (JUN 1995)  
252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL  
COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)  
252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL  
COMPUTER SOFTWARE DOCUMENTATION (JUN 1995) - ALTERNATE I (JUN 1995)  
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)  
252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)  
252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED  
INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)  
252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR  
1988)  
252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)  
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)  
252.228-7003 CAPTURE AND DETENTION (DEC 1991)  
252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997)  
252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)  
252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAY 2006)

- 252.232-7006 ALTERNATE A TO FAR 52.232-7, PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2003)  
*Applies to Labor-Hour CLIN(s) only.*
- 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)
- 252.232-7010 LEVIES ON CONTRACT PAYMENTS (SEP 2005)
- 252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1997)
- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)  
*Applies to Firm-Fixed-Price CLIN(s) only.*
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
- 252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
- 252.246-7001 WARRANTY OF DATA (DEC 1991) - ALTERNATE II (DEC 1991)

#### **C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

- 5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (APR 2003)
- 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003)  
Para (c), List of Class I ODSs. '?????'
- 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)
- 5352.242-9001 COMMON ACCESS CARDS (CACS) FOR CONTRACTOR PERSONNEL (AUG 2004)

#### **D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

- 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002)
- 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE I (AUG 2002)  
Alt I, Para (a)(2)(i), Specific period of time or an expiration date '2 years'  
Alt I, Para (a)(2)(ii), System or services 'TBD'  
Alt I, Para (a)(2)(ii), Services, the system, or the major components of the system 'TBD'  
Alt I, Para (a)(2)(ii), Duration of the constraint '2 years following contract completion'
- 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE II (AUG 2002)  
Alt II, Para (a)(2), Definite period of time: '2 years following contract completion'
- 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE III (AUG 2002)
- 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE IV (AUG 2002)
- 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE VI (AUG 2002)
- 5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997)
- 5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997) - ALTERNATE I (JUL 1997)
- 5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE I (JUL 1997)  
Para (e), List Installations 'Hanscom AFB, MA, Peterson AFB, CO, Wright-Patterson AFB, OH, Maxwell AFB-Gunter Annex, AL, Tinker AFB, OK, Lackland Annex, TX, Langley AFB, VA, Seattle, WA, and Melbourne, FL.'  
Para (f), List Support Items 'TBD in individual task orders'  
*Applies to Labor-Hour CLIN(s), Cost CLIN(s) only.*

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)**

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

**52.217-08 OPTION TO EXTEND SERVICES (NOV 1999) (TAILORED)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of expiration of the period of performance.

**52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

**52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**B. DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT**

**252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006) (TAILORED)**

(a) Contract line item(s) TBD (First CLIN that is incrementally funded) through TBD (Last CLIN that is incrementally funded) are incrementally funded. For these item (s), the sum of as set forth in the individual task orders (Available dollars to be inserted after negotiation) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total

amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	To be set forth in individual task orders. (Insert funds allotted on execution of the contract)
????? (Insert first date that more funds will be allotted)	????? (Insert funds allotted for first date)
????? (Insert second date that more funds will be allotted)	????? (Insert funds allotted for second date)
????? (Insert third date that more funds will be allotted)	????? (Insert funds allotted for third date)

*Applies to Firm-Fixed-Price CLIN(s) only.*

**C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT**

**5352.201-9101 OMBUDSMAN (AUG 2005) (TAILORED)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM Ombudsman, ESC Chief of Staff, Commander's Staff  
ESC/CS  
Bldg 1606  
9 Eglin Street  
Hanscom AFB, MA 01731  
Telephone #: 781-377-5106  
Facsimile # 781-377-4659  
E-Mail: ESC.Ombudsman@hanscom.af.mil. Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

**5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002) (TAILORED)**

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) See AFFARS 5352.242-9001 for procedures to be used for the contractor's employees to obtain CACs.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, the Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

**D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT**

**5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) (TAILORED)**

Base support shall be provided by the Government to the Contractor in accordance with this clause. Failure by the Contractor to comply with the requirements of this clause shall release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If warranted, and if the Contractor has complied with the requirements of this clause, an equitable adjustment shall be made if the Government fails to provide base support by the date(s) required.

(a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this contract shall be performed. All Government property in the possession of the Contractor, provided through the base support clause, shall be used and managed in accordance with the Government Property clauses.

(b) The Air Force installations providing the support shall be listed in subparagraph (e), and the Government support to be furnished by each installation under this contract shall be listed in subparagraph (f).

(c) Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's contract consideration.

(d) The Contractor agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government-Furnished Property (GFP) or nonavailability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities shall not be purchased under this clause. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.

(e) Following are installations where base support will be provided Hanscom AFB, MA, Peterson AFB, CO, Wright-Patterson AFB, OH, Maxwell AFB-Gunter Annex, AL, Tinker AFB, OK, Lackland Annex, TX, Langley AFB, VA, Seattle, WA, and Melbourne, FL.

(f) The Government support to be furnished under this contract is TBD in individual task orders (insert list of support items). Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this clause.

*Applies to Firm-Fixed-Price CLIN(s) only.*

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	7	27 JUL 2006	IDIQ STATEMENT OF OBJECTIVES (SOO)
ATTACHMENT 2	19	09 MAY 2006	B TABLES
ATTACHMENT 3	1	06 JUL 2006	PAST PERFORMANCE QUESTIONNAIRE/INFORMATION
ATTACHMENT 4	17	01 AUG 2006	INFORMATION TO OFFERORS AND INSTRUCTIONS FOR PROPOSAL PREPARATION (L001)
ATTACHMENT 5	8	01 AUG 2006	SOURCE SELECTION EVALUATION CRITERIA (M001)

DRAFT

27 July 2006

**STATEMENT OF OBJECTIVES (SOO)  
FOR  
ELECTRONIC SYSTEMS CENTER  
ENGINEERING AND TECHNOLOGY ACQUISITION SUPPORT SERVICES  
(ETASS) CONTRACT  
(POC: Capt Charles Harding ESC/XPK)**

**1.0 INTRODUCTION**

**1.1 Background:** The mission of Electronics Systems Center (ESC) is "Delivering Information Dominance for Air & Space Operations"

Electronic Systems Center serves as the Center of Excellence for Command and Control and information systems to support the war fighter in war and peace. ESC provides full spectrum architectures, weapon systems management and technical cognizance throughout the life cycle of Command, Control, Communications and Computers, Intelligence, Surveillance, Reconnaissance (C4ISR), and information systems for the Air Force and Department of Defense components. ESC rapidly acquires, and continuously supports and maintains integrated, cost effective, highly reliable capabilities for Air, Space, National, Strategic, Tactical, Joint and Coalition and Foreign customers.

The Secretary of the Air Force and Chief of Staff of the Air Force has issued clear direction to implement "Lean across the Air Force." The Air Force implementation of this direction is called Air Force Smart Operations for the 21<sup>st</sup> Century (AFSO21). AFSO21 is the adaptation of improvement methods and operating concepts from Lean, Six Sigma, Theory of Constraints, and Business Process Reengineering into an approach that fits our Airman culture. It is an initiative that applies a mix of business strategies designed to streamline everyday processes across the Air Force. These plans will save money by optimizing processes and making them more effective and efficient.

The primary objectives for AFSO21 are to (1) Provide a standard AF approach to improve all processes that, when combined with our AF capabilities, deliver required effects, (2) Develop an environment and culture which promotes elimination of waste, standardization of best practices, reduced cycle times in delivery of effective combat capability across all related products and services, and involvement of all Airmen in the relentless pursuit of excellence, and (3) Ensure that all Airmen understand their role, have the ability to effect change and are continuously learning new ways to improve processes to save resources and eliminate waste.

Likewise, ESC leadership has selected the Balanced Scorecard (BSC) as the management framework to clarify the strategic direction of the organization and improve the delivery of capability to our customers. BSC is ESC's management tool to translate an organization's strategy into operational terms. Implementing a BSC creates a process to test the cause and effect of a strategy and redirect the organization. BSC measures performance and identifies performance gaps while AFSO21 provides the continuous process improvement tools to close these gaps.

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Also, ESC has recently transformed its mission organizations (system program offices) into recognizable Wings, Groups and Squadrons for consistency throughout the Air Force. There are currently four acquisition Wings, fourteen Groups and two direct-report Squadrons to conduct the ESC mission. Brigadier Generals or Senior Executive Service-equivalents (SES) lead each of the four Wings. The acquisition Wing/Group/Squadron structure is as follows:

ELECTRONIC SYSTEM CENTER					
ESC WINGS/GROUPS/SQUADRONS					
551 Electronic Sys Wing (BATTLE MGT SYS) (Hanscom)	350 Electronic Sys Wing (C2ISR) (Hanscom)	653 Electronic Sys Wing (NETWORK CEN OPS) (Hanscom)	554 Electronic Sys Wing (OP SPT SYS) (Hanscom)	66 Air Base Wing (66ABW) (Hanscom)	
551 Electronic Sys Group (AWACS/AEW&C) (Hanscom)	850 Electronic Sys Group (COCOM C2 Sys) (Peterson AFB, CO)	653 Electronic Sys Group (Global Info Grid) (Hanscom)	554 Electronic Sys Group (Devel & Fielding Sys) (Wright Patterson AFB, OH)		
635 Electronic Sys Squadron (E-3 Op Cap) (Hanscom)		639 Electronic Sys Squadron (MEECN) (Hanscom)			
636 Electronic Sys Squadron (E-3 Netcentric Cap) (Hanscom)		640 Electronic Sys Squadron (Tac Data Network Sys) (Hanscom)			
751 Electronic Sys Group (E-8 JSTARS) (Hanscom)	350 Electronic Sys Group (OP C2 Sys) (Hanscom)	753 Electronic Sys Group (Enterprise Integ) (Hanscom)	754 Electronic Sys Group (Ops & Sustain Sys) (Gunter Annex, AL)		
632 Electronic Sys Squadron (E-8 Battle Mgmt) (Hanscom)		644 Electronic Sys Squadron (Warfighting Exp) (Hanscom)			
633 Electronic Sys Squadron (E-8 Air Vehicle) (Hanscom)		753 Intelligence Squadron (753 INTEL SQ) (Hanscom)			
851 Electronic Sys Group (E-10/MP-RTIP) (Hanscom)	950 Electronic Sys Group (ISR Sys) (Hanscom)	853 Electronic Sys Group (Global Air Traffic Sys) (Hanscom)			
637 Electronic Sys Squadron (E-10 Weapons Sys) (Hanscom)	630 Electronic Sys Squadron (Special Programs) (Hanscom)	641 Electronic Sys Squadron (Mobile Landing) (Hanscom)			
638 Electronic Sys Squadron (MP-RTIP) (Hanscom)	631 Electronic Sys Squadron (ISR Sys) (Hanscom)				
951 Electronic Sys Group (Mission Planning) (Hanscom)					
634 Electronic Sys Squadron (MP Op Cap) (Hanscom)					
DIRECT REPORT TO WINGS					

## DRAFT

Weather Systems (Hanscom)		642 Electronic Sys Squadron (Force Protection Sys) (Hanscom)	
		643 Electronic Sys Squadron (ENG & Integ Sys) (Gunter Annex, AL)	
DIRECT REPORT GROUP TO ESC			
			38th Engineering Installation Group (38EIG) (Tinker AFB, OK)
			Cryptologic Sys Group (CPSG) (Lackland AFB, TX)

Future changes to ESC will include the addition of more Squadrons.

**1.2 Purpose:** The objective of this SOO is to obtain the required and appropriately skilled Engineering and Technology Acquisition Support Services (ETASS) needed to continuously meet the mission of ESC through a performance based services contract.

Non-engineering acquisition support will be acquired under the Professional Acquisition Support Services (PASS) contract and cost estimating services will be acquired under the Specialized Cost Services (SCS) contract.

The engineering and technical support and products acquired under ETASS must be integratable with the ESC technical policies, procedures, architecture and the current engineering workforce which consists of both organic and FFRDC engineering personnel. The Center organization consists of Wings, Groups, Squadrons and Direct Reporting Units (DRU), Operating Locations (OLs) and Functional staff offices.

**1.3 Location of Work:** ESC is geographically dispersed across main locations at Hanscom AFB MA, Peterson AFB CO, Wright-Patterson AFB OH, Maxwell AFB-Gunter Annex AL, Tinker AFB OK, Lackland Annex TX, Langley AFB VA, Seattle WA and Melbourne FL. ETASS personnel will be required at all of the ESC locations as defined in the appropriate Task Orders and at selected mission sites to include OCONUS. ETASS personnel may be required to deploy to remote locations as part of providing field support to ESC systems.

**1.4 Period of Performance:** The period of performance for the IDIQ is 3 years. The Task Order period of performance for the base year is one (1) year with two (2) one (1) year options. Options shall be exercised by modification to the contract if determined to be in the best interest of the Government. The Government shall notify the Contractor, in writing, no later than thirty (30) days prior to the end of the current performance period as to whether the Government intends to exercise an option.

## 2.0 ETASS SUPPORT OBJECTIVES

## **2.1 ESC's Support Objectives:**

The objectives of ETASS are to provide disciplined systems/specialty engineering and technical support, using established government, contractor and tailored industry processes that encompass the practices and requirements of the ESC Engineering Directorate (EN) Capability Maturity Model Integration (CMMI) framework. The ETASS ESC Engineering and technical support will be functionally managed by ESC/EN.

**a. Engineering Services:** Provide system/program engineering, technical support and technical training, for the acquisition, integration, sustainment, continued evolution, deployment/fielding and installation, operations and field support of ESC Command, Control, Communications and Computers, Intelligence, Surveillance, Reconnaissance (C4ISR), Business and Enterprise Resource Planning (ERP) systems and information systems.

**b. Engineering Support:** Provide a consistent engineering approach and systems engineering processes to include but not limited to engineering work plans and products, risk management, requirements management and traceability, process compliance and technical assessments and evaluations.

**c. Technical Support:** Provide systems engineering and technical support for ESC products, to include but not limited to, Requirements, System design, Configuration Management, Integration, Interoperability, System Safety, Logistics, Operational Suitability, Safety & Effectiveness (OSS&E), Facility Acquisition/Support and Operations, Reliability, Maintainability, Availability (RMA), Supportability, Deficiency reporting/Resolution.

**d. Provisioning and Logistics Support:** Provide life-cycle management technical support and planning for all aspects of Integrated Logistics Support (ILS) to include Maintenance Planning, Manpower and Personnel, Supply Support, Test and Support Equipment, Technical Data, Training and Training Support, Facilities, Packaging, Handling, Storage and Transportation, Computer Resources Support and Design Interface.

**e. Modeling and Simulation:** Provide technical support to ESC's development, implementation and operations of modeling/simulation, experimentation and laboratory activities

**f. Configuration and Data Management:** Provide Configuration Control, Change Control, and Data Management support for ESC programs and products. This includes process development/tailoring, integration, execution, and measurement, as well as but not limited to, support to establish and maintain program or higher level (e.g., group, division or squadron) Configuration Control Board (CCB) processes.

**g. Architectural Support:** Provide architecture products and support including technical, operational, and system views, as well as but not limited to, implementation of Net-Centric Enterprise Solutions for Interoperability (NESI), Modular Open Systems Architecture (MOSA), Service Oriented Architectures (SOAs), Business architectures and System architectures.

**h. Test and Evaluation:** Provide Test support for ESC programs and products that includes product or system performance testing against requirements, evaluations, and demonstrations as well as certification testing (e.g., Joint Test Interoperability Center (JTIC), NESI, networthiness). This includes but not limited to, test planning and working groups, documentation, and execution; post-test data analysis; test reporting; test process development and improvement; certification test development and execution; evaluations and demonstrations; and any training required to execute or support test and evaluation activities.

**i. Security Engineering and Certification:** Provide System Security Engineering, certification and accreditation, and information assurance for ESC systems/products to include but not limited to Developmental Security/Information Assurance Analysis, Secure Communications and Data Network engineering and support.

**j. Capability Based Planning:** Provide technical support to ESC's development of enterprise roadmaps through the capability and technical planning process including capability shortfall analysis, architecture development and planning, technology insertion, and enterprise modernization strategies. Provide engineering and technical support for Advanced Concept Technical planning, Capabilities Based Technical planning and Experimentation Planning and Integration.

**k. Commercial-Off-The-Shelf Integration Support:** Provide technical support of Commercial-Off-The-Shelf (COTS) integration activities as well as but not limited to, systems/products analysis/evaluations of COTS performance and supportability.

**l. Integrated Master Plans and Scheduling:** Provide systems/program integrated technical master plans and schedules.

**m. Technical Reviews:** Review of various technical products as provided by development and/or integration contractors in accordance with program deliverable requirements to include but not limited to Preliminary, Critical and System Design reviews (PDR, CDR, SDR etc.)

## **2.2 ESC Functional Support Objectives:**

a. Provide engineering and technical support to ESC EN in achieving its goals for CMMI process proficiency at the program level up through the wing level, to include but not limited to, engineering expertise in support of the planning, development and implementation of a robust engineering function at ESC.

b. Provide engineering and technical support as part of ESC EN Technical Work Planning (TWP) process by providing input and analysis for program engineering and technical support requirements.

c. Provide cross-ESC functional support, to include but not limited to, planning, configuration management, modeling and simulation, metrics and performance modeling, architectures, systems engineering, OSS&E, logistics, test planning and conduct, test

process/process improvement, test management certification training, test safety certification and quality assurance.

### 3.0 GENERAL INFORMATION

**3.1 Skills and Qualifications:** The Contractor shall provide personnel with the training, skills, knowledge and abilities appropriate for objectives identified in this SOO, to include the following:

a. Knowledge of, and experience with, Command, Control, Communications and Computers, Intelligence, Surveillance, Reconnaissance (C4ISR) both airborne and ground, and information systems for the Air Force and Department of Defense components.

b. Knowledge of, and experience with, DOD, Joint and AF and ESC standards, tools (e.g. Requirements Traceability Matrix (RTM), Deficiency Reporting and Investigating System (DRIS) etc.), systems, directives and instructions.

c. Knowledge of, and experience with, Joint Technical Architecture (JTA), MOSA, SOA, NESI and other architectural frameworks as well as, spiral/incremental development and fielding processes, robust systems engineering, test and evaluation, and OSS&E.

d. Knowledge of, and experience with a broad range of engineering and technical disciplines including, but not limited to:

- Quality assurance
- Enterprise engineering and integration
- Electrical engineering
- System Safety
- Logistics
- Meteorology
- Mechanical engineering
- Manufacturing and production engineering
- Environmental engineering
- Platform and field engineering integration
- Engineering support tools
- Civil engineering
- Nuclear hardening/Survivability engineering
- Communications engineering
- System Security engineering
- Human/Machine Interface (HMI) engineering
- Software engineering

e. Skills and technical expertise in developing and sustaining warfighter systems in a broad range of activities. (e.g., acquisition, systems engineering, test and evaluation planning and conduct, test processes, test manager training certification e.g. Integrated Tactical Warning Attack Assessment (ITW/AA) or Nuclear assurance, technology insertion, fielding, integration and interoperability, and operations.)

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f. Ability to translate mission needs into enterprise, system, technical and contract requirements.

g. Ability to conduct special technical studies and tradeoffs, determine risks, analyze designs and develop inputs into system architectures.

h. Ability to lead technical integrated product teams comprised of diverse government and industry players, support ESC engineering positions, be a contributing member to multiple Technical Integrated Product Teams and working groups, and provide feedback and recommendations to the appropriate level of ESC Wing/Group/Division/Squadron leadership and personnel.

i. Personnel supporting Information Assurance functions shall be appropriately certified IAW DOD 8570.01-M.

j. Personnel supporting airborne programs/platforms may require competency in aircraft integration and airworthiness certification.

**3.2 Government Furnished Material and Equipment.** Access to requisite program and technical information is necessary to carry out the requirements of this SOO. The government will provide access to facilities, equipment, computers and technical information necessary for the performance of this task. Items will include office space, desk, computer, telephone, printer access, and access to networks, electronic mail and the internet. In addition, the Government will provide access to appropriate databases, to include passwords and account names as required for contractor personnel to perform the required tasks.

**ETASS**  
**TASK ORDER SUMMARY**

**850 (CoCom C2-Peterson):**

Labor Hour total	\$0
CR: travel	\$0
CR: other direct cost	\$0
Task order total	<u>\$0</u>

**950 (ISR):**

Labor Hour total	\$0
CR: travel	\$0
CR: other direct cost	\$0
Task order total	<u>\$0</u>

**WE (Weather Systems):**

Labor Hour total	\$0
CR: travel	\$0
CR: other direct cost	\$0
Task order total	<u>\$0</u>

**551 (AWACS):**

Labor Hour total	\$0
CR: travel	\$0
CR: other direct cost	\$0
Task order total	<u>\$0</u>

**643 (Eng/Intg Maxwell-Gunter):**

Labor Hour total	\$0
CR: travel	\$0
CR: other direct cost	\$0
Task order total	<u>\$0</u>

**653 (Global Info Grid):**

Labor Hour total	\$0
CR: travel	\$0
CR: other direct cost	\$0
Task order total	<u>\$0</u>

**853 (Global Air Traffic):**

Labor Hour total	\$0
CR: travel	\$0
CR: other direct cost	\$0
Task order total	<u>\$0</u>

**SUMMARY TOTAL**

\$0

## LABOR SUMMARY

### 850 C2-Peterson

<u>Labor Category</u>	<u>Hours</u>	CY 2006		<u>Total \$</u>	<u>Hours</u>	CY 2007		<u>Total \$</u>
		<u>Loaded rate</u>				<u>Loaded rate</u>		
Category A	0	\$	1.00	\$0	0	\$	1.00	\$ -
Category B								
Category C								
.								
.								
.								
.								
<b>Grand Total</b>	<u>0</u>			<u>\$0</u>	<u>0</u>			<u>\$ -</u>

<u>Base year total</u>			<u>CY 2007</u>				<u>CY 2008</u>
<u>Total Hours</u>	<u>Total \$</u>	<u>Hours</u>	<u>Loaded rate</u>	<u>Total \$</u>	<u>Hours</u>	<u>Loaded rate</u>	
0	\$ -	0	\$ 1.00	\$0	0	\$ 1.00	

<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$0</u>	<u>0</u>
<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$0</u>	<u>0</u>

<u>Option year 1 total</u>						
<u>Total \$</u>	<u>Total Hours</u>	<u>Total \$</u>	<u>Hours</u>	<u>CY 2008 Loaded rate</u>	<u>Total \$</u>	<u>Hours</u>
\$ -	0	\$ -	0	\$ 1.00	\$0	0
<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>		<u>\$0</u>	<u>0</u>

CY 2009		<u>Option year 2 total</u>		<u>Task Order Total</u>	
<u>Loaded rate</u>	<u>Total \$</u>	<u>Total Hours</u>	<u>Total \$</u>	<u>Total Hours</u>	<u>Total \$</u>
\$ 1.00	\$ -	0	\$ -	0	\$ -
	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>

**LABOR SUMMARY**

**950 (ISR)**

<u>Labor Category</u>	<u>Hours</u>	CY 2006		<u>Total \$</u>	<u>Hours</u>	CY 2007		<u>Total \$</u>	<u>Base year total</u>	
		<u>Loaded rate</u>				<u>Loaded rate</u>			<u>Total Hours</u>	<u>Total \$</u>
Category A	0	\$ 1.00		\$0	0	\$ 1.00		\$ -	0	\$ -
Category B										
Category C										
.										
.										
.										
.										
<b>Grand Total</b>	<u>0</u>			<u>\$0</u>	<u>0</u>			<u>\$ -</u>	<u>0</u>	<u>\$ -</u>

CY 2007			CY 2008			<b>Option year 1 total</b>		CY 2008	
<u>Hours</u>	<u>Loaded rate</u>	<u>Total \$</u>	<u>Hours</u>	<u>Loaded rate</u>	<u>Total \$</u>	<u>Total Hours</u>	<u>Total \$</u>	<u>Hours</u>	<u>Loaded rate</u>
0	\$ 1.00	\$0	0	\$ 1.00	\$ -	0	\$ -	0	\$ 1.00
<hr/>			<hr/>			<hr/>		<hr/>	
<u>0</u>		<u>\$0</u>	<u>0</u>		<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	
<hr/>			<hr/>			<hr/>		<hr/>	

<u>Total \$</u>	<u>Hours</u>	<u>CY 2009 Loaded rate</u>	<u>Total \$</u>	<u>Option year 2 total</u>		<u>Task Order Total</u>	
				<u>Total Hours</u>	<u>Total \$</u>	<u>Total Hours</u>	<u>Total \$</u>
\$0	0	\$ 1.00	\$ -	0	\$ -	0	\$ -
<u>\$0</u>	<u>0</u>		<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>

**LABOR SUMMARY**

**WEATHER**

<u>Labor Category</u>	<u>Hours</u>	CY 2006		<u>Total \$</u>	<u>Hours</u>	CY 2007		<u>Total \$</u>	<b><u>Base year total</u></b>	
		<u>Loaded rate</u>				<u>Loaded rate</u>			<u>Total Hours</u>	<u>Total \$</u>
Category A	0	\$	1.00	\$0	0	\$	1.00	\$ -	0	\$ -
Category B										
Category C										
.										
.										
.										
.										
<b>Grand Total</b>	<u>0</u>			<u>\$0</u>	<u>0</u>			<u>\$ -</u>	<u>0</u>	<u>\$ -</u>

CY 2007			CY 2008			<b><u>Option year 1 total</u></b>		CY 2008	
<u>Hours</u>	<u>Loaded rate</u>	<u>Total \$</u>	<u>Hours</u>	<u>Loaded rate</u>	<u>Total \$</u>	<u>Total Hours</u>	<u>Total \$</u>	<u>Hours</u>	<u>Loaded rate</u>
0	\$ 1.00	\$0	0	\$ 1.00	\$ -	0	\$ -	0	\$ 1.00
<hr/>			<hr/>			<hr/>		<hr/>	
<u>0</u>		<u>\$0</u>	<u>0</u>		<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	
<hr/>			<hr/>			<hr/>		<hr/>	

<u>Total \$</u>	<u>Hours</u>	<u>CY 2009 Loaded rate</u>	<u>Total \$</u>	<u>Option year 2 total</u>		<u>Task Order Total</u>	
				<u>Total Hours</u>	<u>Total \$</u>	<u>Total Hours</u>	<u>Total \$</u>
\$0	0	\$ 1.00	\$ -	0	\$ -	0	\$ -
<u>\$0</u>	<u>0</u>		<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>

**LABOR SUMMARY**

**551 (AWACS)**

<u>Labor Category</u>	<u>Hours</u>	CY 2006		<u>Total \$</u>	<u>Hours</u>	CY 2007		<u>Total \$</u>	<u>Base year total</u>	
		<u>Loaded rate</u>				<u>Loaded rate</u>			<u>Total Hours</u>	<u>Total \$</u>
Category A	0	\$	1.00	\$0	0	\$	1.00	\$ -	0	\$ -
Category B										
Category C										
.										
.										
.										
.										
<b>Grand Total</b>	<u>0</u>			<u>\$0</u>	<u>0</u>			<u>\$ -</u>	<u>0</u>	<u>\$ -</u>

CY 2007			CY 2008			<b><u>Option year 1 total</u></b>		CY 2008	
<u>Hours</u>	<u>Loaded rate</u>	<u>Total \$</u>	<u>Hours</u>	<u>Loaded rate</u>	<u>Total \$</u>	<u>Total Hours</u>	<u>Total \$</u>	<u>Hours</u>	<u>Loaded rate</u>
0	\$ 1.00	\$0	0	\$ 1.00	\$ -	0	\$ -	0	\$ 1.00
<hr/>			<hr/>			<hr/>		<hr/>	
<u>0</u>		<u>\$0</u>	<u>0</u>		<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	
<hr/>			<hr/>			<hr/>		<hr/>	

<u>Total \$</u>	<u>Hours</u>	CY 2009 <u>Loaded rate</u>	<u>Total \$</u>	<u>Option year 2 total</u>		<u>Total Hours</u>	<u>Total \$</u>	<u>Task Order Total</u>	
\$0	0	\$ 1.00	\$ -	0	\$ -	0	\$ -	0	\$ -
<u>\$0</u>	<u>0</u>		<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>

**LABOR SUMMARY**

**643 (MAXWELL-GUNTER)**

<u>Labor Category</u>	<u>Hours</u>	CY 2006		<u>Total \$</u>	<u>Hours</u>	CY 2007		<u>Total \$</u>	<u>Base year total</u>	
		<u>Loaded rate</u>				<u>Loaded rate</u>			<u>Total Hours</u>	<u>Total \$</u>
Category A	0	\$ 1.00		\$0	0	\$ 1.00		\$ -	0	\$ -
Category B										
Category C										
.										
.										
.										
.										
<b>Grand Total</b>	<u>0</u>			<u>\$0</u>	<u>0</u>			<u>\$ -</u>	<u>0</u>	<u>\$ -</u>

CY 2007			CY 2008			<b><u>Option year 1 total</u></b>		CY 2008	
<u>Hours</u>	<u>Loaded rate</u>	<u>Total \$</u>	<u>Hours</u>	<u>Loaded rate</u>	<u>Total \$</u>	<u>Total Hours</u>	<u>Total \$</u>	<u>Hours</u>	<u>Loaded rate</u>
0	\$ 1.00	\$0	0	\$ 1.00	\$ -	0	\$ -	0	\$ 1.00
<u>0</u>			<u>\$ -</u>			<u>0</u>	<u>\$ -</u>	<u>0</u>	
<u><u>0</u></u>			<u><u>\$ -</u></u>			<u><u>0</u></u>	<u><u>\$ -</u></u>	<u><u>0</u></u>	

<u>Total \$</u>	<u>Hours</u>	<u>CY 2009 Loaded rate</u>	<u>Total \$</u>	<u>Option year 2 total</u>		<u>Task Order Total</u>	
				<u>Total Hours</u>	<u>Total \$</u>	<u>Total Hours</u>	<u>Total \$</u>
\$0	0	\$ 1.00	\$ -	0	\$ -	0	\$ -
<u>\$0</u>	<u>0</u>		<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>

**LABOR SUMMARY**

**653(GLOBAL INFO GRID)**

<u>Labor Category</u>	<u>Hours</u>	CY 2006		<u>Total \$</u>	<u>Hours</u>	CY 2007		<u>Total \$</u>	<u>Base year total</u>	
		<u>Loaded rate</u>				<u>Loaded rate</u>			<u>Total Hours</u>	<u>Total \$</u>
Category A	0	\$ 1.00		\$0	0	\$ 1.00		\$ -	0	\$ -
Category B										
Category C										
.										
.										
.										
.										
<b>Grand Total</b>	<u>0</u>			<u>\$0</u>	<u>0</u>			<u>\$ -</u>	<u>0</u>	<u>\$ -</u>

CY 2007			CY 2008			<b><u>Option year 1 total</u></b>		CY 2008	
<u>Hours</u>	<u>Loaded rate</u>	<u>Total \$</u>	<u>Hours</u>	<u>Loaded rate</u>	<u>Total \$</u>	<u>Total Hours</u>	<u>Total \$</u>	<u>Hours</u>	<u>Loaded rate</u>
0	\$ 1.00	\$0	0	\$ 1.00	\$ -	0	\$ -	0	\$ 1.00
<hr/>			<hr/>			<hr/>		<hr/>	
<u>0</u>		<u>\$0</u>	<u>0</u>		<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	
<hr/>			<hr/>			<hr/>		<hr/>	

<u>Total \$</u>	<u>Hours</u>	<u>CY 2009 Loaded rate</u>	<u>Total \$</u>	<u>Option year 2 total</u>		<u>Task Order Total</u>	
				<u>Total Hours</u>	<u>Total \$</u>	<u>Total Hours</u>	<u>Total \$</u>
\$0	0	\$ 1.00	\$ -	0	\$ -	0	\$ -
<u>\$0</u>	<u>0</u>		<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>

# LABOR SUMMARY

## 853(GLOBAL AIR TRAFFIC)

<u>Labor Category</u>	<u>Hours</u>	CY 2006		<u>Total \$</u>	<u>Hours</u>	CY 2007		<u>Total \$</u>	<u>Base year total</u>	
		<u>Loaded rate</u>				<u>Loaded rate</u>			<u>Total Hours</u>	<u>Total \$</u>
Category A	0	\$ 1.00		\$0	0	\$ 1.00		\$ -	0	\$ -
Category B										
Category C										
.										
.										
.										
.										
<b>Grand Total</b>	<u>0</u>			<u>\$0</u>	<u>0</u>			<u>\$ -</u>	<u>0</u>	<u>\$ -</u>

CY 2007			CY 2008			<b><u>Option year 1 total</u></b>		CY 2008	
<u>Hours</u>	<u>Loaded rate</u>	<u>Total \$</u>	<u>Hours</u>	<u>Loaded rate</u>	<u>Total \$</u>	<u>Total Hours</u>	<u>Total \$</u>	<u>Hours</u>	<u>Loaded rate</u>
0	\$ 1.00	\$0	0	\$ 1.00	\$ -	0	\$ -	0	\$ 1.00
<hr/>			<hr/>			<hr/>		<hr/>	
<u>0</u>		<u>\$0</u>	<u>0</u>		<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	
<hr/>			<hr/>			<hr/>		<hr/>	

<u>Total \$</u>	<u>Hours</u>	<u>CY 2009 Loaded rate</u>	<u>Total \$</u>	<u>Option year 2 total</u>		<u>Task Order Total</u>	
				<u>Total Hours</u>	<u>Total \$</u>	<u>Total Hours</u>	<u>Total \$</u>
\$0	0	\$ 1.00	\$ -	0	\$ -	0	\$ -
<u>\$0</u>	<u>0</u>		<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>

# ETASS IDIQ I

<u>Labor Category</u>	<u>Prime/sub % content</u>	<b>CY 2006</b>		<b>CY 2007</b>	
		Fully Loaded <u>Rate</u>	Direct Labor <u>Rate**</u>	Fully Loaded <u>Rate</u>	Direct Labor <u>Rate**</u>
<b><u>Offeror's Contractual rates *</u></b>					
<b>Category A</b>	<b>100.0%</b>	<b>\$ 94.00</b>	<b>N/A</b>		
<b>Category B</b>	<b>100.0%</b>	<b>\$ 94.00</b>	<b>N/A</b>		
<b>Category C</b>	<b>100.0%</b>	<b>\$ 94.00</b>	<b>N/A</b>		
.					
<b><u>Prime Contractor</u></b>					
Category A	70.0%	\$ 100.00	\$ 50.00		
Category B	70.0%	\$ 100.00	\$ 50.00		
Category C	70.0%	\$ 100.00	\$ 50.00		
.					
<b><u>Subcontractor A</u></b>					
Category A	10.0%	\$ 90.00	\$ 45.00		
Category B	10.0%	\$ 90.00	\$ 45.00		
Category C	10.0%	\$ 90.00	\$ 45.00		
.					
<b><u>Subcontractor B</u></b>					
Category A	10.0%	\$ 80.00	\$ 40.00		
Category B	10.0%	\$ 80.00	\$ 40.00		
Category C	10.0%	\$ 80.00	\$ 40.00		
.					
<b><u>Subcontractor C</u></b>					
Category A	10.0%	\$ 70.00	\$ 35.00		
Category B	10.0%	\$ 70.00	\$ 35.00		
Category C	10.0%	\$ 70.00	\$ 35.00		
.					

\* Only the fully loaded rates will be included in the B-Table incorporated into the contract of the successful offer. These rates could be a composite of prime/subcontractor effort. The above rates and percentages are merely an illustrative example.

\*\* A Direct Labor Rate is the average rate within a labor category that the employee is actually paid. The direct labor rate is requested for both prime and subcontractor.

## B-Table

CY 2008		CY 2009		CY 2010	
Fully	Direct	Fully	Direct	Fully	Direct
Loaded	Labor	Loaded	Labor	Loaded	Labor
<u>Rate</u>	<u>Rate**</u>	<u>Rate</u>	<u>Rate**</u>	<u>Rate</u>	<u>Rate**</u>

or.



## SECTION L-Engineering and Technology Acquisition Support Services (ETASS)

### CLAUSE L-001 - INFORMATION TO OFFERORS (ITO) and INSTRUCTIONS FOR PROPOSAL PREPARATION

#### 1.0 Program Structure and Objectives

See Sections 2.1 and 2.2 of the IDIQ Statement of Objectives (SOO)

#### 2.0 General Instructions

(a) This section of the ITO provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested by the ITO and must be submitted in accordance with these instructions. Any offeror who submits an incomplete package may be considered non-responsive. The offer shall be compliant with the objectives as stated in the Statement of Objectives (SOO), Contract Data Requirements List (CDRL), Model Contract, and individual task orders. **Non-conformance with the instructions provided in the ITO may result in an unfavorable proposal evaluation.**

(b) The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's objectives, but rather shall provide convincing rationale to address how the offeror intends to meet these objectives. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal.

(c) Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and are not desired. Similarly, for oral presentations, elaborate productions are unnecessary and not desired.

(d) The proposal acceptance period is specified in Section A of the model contract/solicitation. The offeror shall make a clear statement in Section A of the proposal documentation volume that the proposal is valid until this date.

(e) In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

#### 2.1 General Information

##### 2.1.1. Point of Contact

The Contracting Officer (CO) is the sole point of contact for this acquisition. Address any questions or concerns you may have to the CO. Written requests for clarification may be sent to the CO at the address located in Section A of the model contract/ solicitation.

##### 2.1.2 Debriefings

## 2.1.2.1. Pre-Award Debriefings

At the Government's discretion, a competitive range determination may be utilized. The CO will promptly notify offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with FAR 15.505. The CO will notify unsuccessful offerors in the competitive range of the source selection decision in accordance with FAR 15.505. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors desiring debriefing must make their request in accordance with the requirements of FAR 15.505 as applicable.

## 2.1.2.2. Post Award Debriefings

Unsuccessful offerors will have three days from the date of Government notice of contract award to submit a written request for a post award debriefing in accordance with FAR 15.503(b). Unsuccessful offerors who fail to submit a timely request will not be entitled to a debriefing. In accordance with FAR 15.506(4)(b), the contracting officer may elect to conduct the debriefing orally, in writing, or any other acceptable method. The debriefing will include information in accordance with FAR 15.506(d).

## 2.1.3. Discrepancies

If an offeror believes that the objectives in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the CO in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

2.1.3.1. Mistakes: Mistakes in contractor's proposal and or bid shall be handled in accordance with FAR 14.407-4 as referenced in FAR 15.508.

## 2.1.4. Electronic Reference Documents

All referenced documents for this solicitation are available on HERBB (Hanscom AFB Electronic Request for Proposals (RFP) Bulletin Board) web site at <http://www.herbb.hanscom.af.mil> and/or the Federal Business Opportunities (FedBizOpps) web site at <http://www.fedbizopps.gov>. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

## 2.1.5. Oral Presentations

Offeror's Oral Presentation: Offerors are required to make an oral presentation to the Government's source selection evaluation team (SSET). The oral presentation and the question and answer session will constitute a part of the overall proposal. The offerors may use any narrative, pictures, tables, graphs, drawings, schematics, or functional block diagrams to convey the information concisely. No video presentations are allowed. Prior to the oral presentations, the Government will establish a deadline for all offerors to submit their oral slide presentations. The evaluation will be based solely on what is presented in the oral presentation. The slides shall be in PowerPoint (version 2003) format on a virus-free, CD. The offerors shall provide 10 paper copies of the slides (1 slide per page). The paper copies provided must be printed using "slide view" rather than as "note pages" and all slides shall be numbered. Notes or scripts printed on the slides will not be considered part of the oral proposal. The oral presentation and the subsequent clarification session will not constitute discussions, as defined in FAR 15.306(a), and they will not obligate the Government to conduct discussions or to solicit or entertain revisions to the offer or to request a final proposal revision (FPR). Oral presentations to include Q&A will be videotaped by the Government to provide an official record of the presentation.

2.1.5.1 Ground Rules for Presentations. The following ground rules shall apply to the oral presentation:

2.1.5.1.1 Time Limits. Each offeror will have a maximum of 5 hours and 15 minutes to make their overall oral presentation to the source selection evaluation team, broken down in the following manner: The Government will provide the official timekeeper for the oral presentations. 15 minute breaks will be taken every two hours. Offerors will be given access to the conference room 30 minutes prior to the presentation to make required preparations. The total allocation for oral presentation process will be as follows: set-up (30 minutes), presentation (5 hours and 15 minutes), Government caucus (up to 30 minutes), and Q&A (up to 1 hour and 45 minutes).

2.1.5.2 Personnel Requirements. During the presentation, the offeror shall identify the authors of the presentation by name and association with the offeror. Required attendees include the offeror's designated program manager for the IDIQ contract, technical lead(s) for the individual task orders, and other key personnel. Personnel who will be performing the contract shall give the presentation.

2.1.5.3 Restrictions. The oral presentation shall focus on mission capability and proposal risk only. There will be no more than 157 slides presented during the oral presentation. Font size shall be not less than 22 point Times New Roman or Arial. Only the slides that were submitted as part of the proposal may be presented during oral presentation. Only the slides presented during the allocated time will be considered for evaluation. No video presentations will be allowed.

2.1.5.4 Equipment. The Government will make available a computer and viewing screen for use by offerors during the presentation. The offeror may not audio or video record its own presentation. As previously described, the Government will video record oral presentations to maintain an official record of the proposal.

2.1.5.5 Oral Proposal Media. Slides will be made using Microsoft PowerPoint (version 2003).

2.1.5.6 Clarifications of Oral Presentation Points. The Government team will not ask questions during the oral presentation. The Government may elect to briefly caucus for up to thirty minutes following the conclusion of the oral presentation. After completion of the oral presentation, the Government may request clarification of any points addressed which are unclear. Any such interchange between the offeror and the Government will be for clarification only and will not constitute discussions within the meaning of FAR 15.306(a). The Government team will not inform offerors of their strengths, weaknesses, or deficiencies following the oral presentation (see paragraph 2.1.2 for debriefing procedures). The clarification session shall not exceed one hour and forty-five minutes.

2.1.5.7 Contracting Officer Responsibilities. The contracting officer and/or designee will schedule the oral presentations and will notify each offeror of the date, time, and location of its oral presentation after the Government receives the proposals in response to this RFP. The oral presentations must be given at the Government's facility at Hanscom Air Force Base, Massachusetts. The Government reserves the right to reschedule an offeror's presentation at the discretion of the contracting officer. The Source Selection Evaluation Team (SSET) Chair and the Contracting Officer will facilitate the oral proposals.

2.1.5.8 Oral Proposal Outline. In presenting the oral proposal, the offerors must address the mission capability subfactors and proposal risk subfactors referenced in Volume II and noted in Section 4.0 below.

## 2.2 Organization/Number of Copies/Page Limits

The offeror shall prepare the proposal as set forth in the Proposal Organization Table (Table 2.2 below). The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the number of copies as specified in Table 2.2. The attachments identified

in the table shall be separately bound in three-ring, loose-leaf binders, as necessary. The contents of each proposal volume are described in the Information to Offerors (ITO) paragraph as noted in the table below.

**Table 2.2 - Proposal Organization**

VOLUME	ITO Paragraph Number	VOLUME TITLE	COPIES	PAGE LIMIT
I	3.0	Executive Summary	10	5
II	4.0	Oral Presentations	10	157 slides
III	5.0	Relevant Past & Present Performance	5	50*
IV	6.0	Cost/Price Volume	5	Unlimited
V	7.0	Contract Documentation	10	Unlimited (7.3.4.2)

\* Past-Performance Volume III is limited to 50 pages excluding a) questionnaires, b) organizational maps required to explain corporate reorganizations, mergers and acquisitions, and c) letters of consent.

#### 2.2.1 Page Limitations

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal and (for paper copies) and will be returned to the offeror as soon as practicable. Page limitations may be placed on responses to Evaluation Notices (ENs). The specified page limits for EN responses will be identified in the letters forwarding the ENs to the offerors. Page limits do not include cross referencing, Index, and Glossary of Abbreviations and Acronyms.

#### 2.2.2 Cost or Pricing Information

All cost or pricing information shall be addressed ONLY in the Cost/Price Proposal and Contract Documentation Volumes. Cost trade-off information, work-hour estimates and material kinds and quantities may be used in other volumes only as appropriate for presenting rationale for alternatives or design and trade-off decisions.

#### 2.2.3 Classified Information

Instructions for classified information will be specified in individual Task Orders.

#### 2.2.4 Cross Referencing

To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross referencing to other volumes of the proposal. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal.

Cross referencing within a proposal volume is permitted where its use would conserve space without impairing clarity.

The offeror shall fill out the cross reference matrix at Attachment 1 of this ITO indicating the proposal reference information as it relates to the ITO, SOO/PWS, Oral Presentation, CLIN numbers, and CDRL references found therein.

The offeror shall provide a cross reference matrix indicating, by ITO, SOO/PWS, Oral Presentation and/or specification paragraph number, the corresponding proposal paragraph in that section which addresses the referenced item.

## 2.2.5 Indexing

Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections.

## 2.2.6 Glossary of Abbreviations and Acronyms

Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

## 2.3. Page Size and Format (excluding oral presentations)

(a) A page is defined as each face of a sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two pages. Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single spaced and numbered. Except for the reproduced sections of the solicitation document, the text size shall be Times New Roman 12 point. Tracking, kerning, and leading values shall not be changed from the default values of the word processing or page layout software. Use at least 1 inch margins on the top and bottom and at least 1 inch side margins. Pages shall be numbered sequentially by volume. These page format restrictions shall also apply to responses to ENs.

(b) Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the volume, and count as two pages. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics; not for pages of text. For tables, charts, graphs and figures, the text shall be Times New Roman 12 point.

## 2.4 Binding and Labeling

Each volume of the proposal should be separately bound in a three-ring loose leaf binder which shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. The same identifying data should be placed on the spine of each binder. All unclassified document binders shall have a color other than red or other applicable security designation colors. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

## 2.5 Electronic Offers

The content and page size of electronic copies must be identical to the hard copies. The contractor shall submit one electronic copy of the proposal (all volumes) in addition to the paper copies. Each volume of the proposal shall be on a separate CD and the contractor shall indicate on each CD the volume number and title. Use separate files to permit rapid location of all portions, including sub-factors, exhibits, annexes, and attachments, if any. If files are compressed, the necessary decompression program must be included. The electronic copies of the proposal shall be submitted in a format readable by Microsoft (MS) Word 2003, MS Excel 2003, MS-Project 2003, and MS-Power Point 2003, as applicable.

## 2.6 Distribution

The "original" proposal shall be identified. Proposals shall be addressed to the Contracting Officer and mailed to: See Block 7 of Standard Form 33. Be sure to advise the Administrative Contracting Officer (ACO) and the Defense Contract Audit Agency (DCAA) for prime and subcontractors that the proposal is "For Official Use Only" and "Source Selection Information--See FAR 3.104". Provide a copy of your proposal to your cognizant Administrative Contracting Officer at the Defense Contract Management Agency (DCMA) and representative at the Defense Contract Audit Agency (DCAA).

## 3.0 Volume I - Executive Summary

In the executive summary volume, the offeror shall provide the following information:

### 3.1 Narrative Summary

A concise narrative summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding cost/price. The salient features should tie in with Section M evaluation factors/sub-factors. Any summary material presented here shall not be considered as meeting the objectives for any portions of other volumes of the proposal.

### 3.2 Table of Contents

A master table of contents of the entire proposal. (Excluded from page count)

## 4.0 Volume II – Oral Presentations

### 4.1 General

The oral presentations will encompass the Mission Capability and Proposal Risk Volume (II), which should be specific and complete. Legibility, clarity and coherence are very important. Your responses will be evaluated against the Mission Capability sub-factors defined in Section M, Evaluation Factors for Award. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying these sub-factors. All the objectives specified in the solicitation are mandatory. By your proposal submission, you are representing that your firm will perform all the objectives specified in the solicitation. It is not necessary or desirable for you to tell us so in your proposal. Do not merely reiterate the objectives or reformulate the objectives specified in the solicitation.

### 4.2 Format and Specific Content

#### 4.2.1 Mission Capability and Proposal Risk

In the Oral Presentation Volume, which encompasses Mission Capability and Proposal Risk, address your proposed approach to meeting the objectives of each Mission Capability and Proposal Risk sub-factor.

Address Proposal Risk by identifying those aspects of the proposal you consider to have the potential for disruption of schedule, increased cost, poor performance, the need for increased government oversight, and/or the likelihood of unsuccessful contract performance. Classify each risk in accordance with AFFARS Mandatory Procedures 5315.3, Table 2 – Proposal Risk Ratings.

#### 4.2.2 Volume Organization/Outline:

Unless specified, depending on the offeror's approach these subfactors could apply to either the IDIQ, TOs or both. In making the oral presentation, offerors must address the following Mission Capability and Proposal Risk subfactors (presentations do not have to be presented in this order):

##### 4.2.2.1 Subfactor- Technical Approach.

**Under the Technical Approach subfactor, the offeror shall address:**

- (a) **Describe your standardized approach to centerwide implementation of:**
  - (1) ESC/EN CMMI framework processes in terms of the IDIQ SOO objectives
  - (2) Innovations in terms of proven processes/methodology, business practices, and/or tools
- (b) **Describe your tailored approach to fulfilling individual task order objectives:**
  - (1) Describe how you would implement your tailored approach to fulfill all of the objectives outlined in the task order
  - (2) Address cost, schedule, and performance relevant to the subject objectives.
- (c) **Describe the proposed performance plan and performance metrics (reference AFI 63-124) to be used by the Government to gauge success:**
  - (1) Describe the performance criteria of the plan
  - (2) Describe the process for performance self-assessment and [government assessment](#)
  - (3) [Describe the resources required to operate the performance plan](#)
  - (4) Describe how the metrics align with the PWS(s) and mission objectives

## 4.2.2.2 Subfactor- Transition Planning

**Under the Transition Planning subfactor, the offeror shall address:**

- (a) **Specific plan to fulfill all deliverable mission objectives while:**
  - (1) Minimizing or eliminating potential disruptions
  - (2) Possessing or acquiring knowledge of existing acquisition programs
  - (3) Risk mitigation efforts
  - (4) Transition feedback strategy for communicating transition issues and progress to the Government
- (b) **Resources needed to efficiently and effectively provide appropriate resource capability for the objectives:**
  - (1) Comprehensive plan that details personnel available to mitigate transition impacts.

## 4.2.2.3 Subfactor- Personnel

**Under the Personnel subfactor, the offeror shall address:**

- (a) **Obtaining qualified personnel**
  - (1) Acquisition Professional Development Program (APDP) certification by discipline or equivalent related professional certification.
  - (2) Describe offeror's recruitment process.
- (b) **Train personnel**
  - (1) Describe your company's training plan for achieving and maintaining current employee levels of proficiency
  - (2) Describe how employees will maintain proficiencies to meet objectives
- (c) **Retain qualified personnel**
  - (1) Provide historical (past 3-5 years) retention rates by labor category and describe how they are calculated.
  - (2) Describe how the company retains its employees.
- (d) **Support requirements**
  - (1) Standardized approach to delivering consistent products.
  - (2) Labor categories and the associated qualification criteria to meet objectives
- (e) **Ability to fulfill contractual requirements associated with security clearances**
- (f) **Obtain and maintain reach back capability to meet mission objectives**

- (g) **Ability to satisfy surge, draw down situations and directed reductions.** (Surge: A situation requiring an increased level of services and/or support within the scope of this SOO over a compressed schedule of time. Draw down: A situation requiring the reduction of services and/or support within the scope of this SOO resulting from but not limited to completion/deletion/transfer of programs. Directed Reductions: A situation requiring the reduction of services and/or support within the scope of this SOO resulting from funding cuts.)

#### 4.2.2.4 Subfactor- Management Practices

**Under the Management Practices subfactor, the offeror shall address:**

- (a) **Team management, business practices, and organizational structure**
- (1) Description of key management and staffing plans for basic operation
  - (2) Describe the interface with key government personnel (i.e. ESC Director of Engineering, Contract Program Manager, Task Order Manager, other ESC A&AS contractors, and other key personnel)
  - (3) Describe your management of the execution of the overall contract across the period of performance
  - (4) Describe your teaming-subcontracting arrangements and ability to manage them
  - (5) Describe the financial stability of the company and its ability to finance work load up to \$480 M over the 3 year period of performance.
- (b) **Management of cost, schedule, and performance**
- (1) Describe your approach to effectively control costs and cite innovative management initiatives you have implemented in the most efficient/cost effective manner
  - (2) Communication to the government outlining planning, monitoring, and controlling work effort
- (c) **Management approach to Organizational Conflicts of Interest (OCI)**
- (1) Describe your company's approach to identifying and mitigating potential organizational conflicts of interest (OCI's) for both your company as the prime contractor and your subcontractor(s).

### 5.0 Volume III - Relevant Past and Present Performance

#### 5.1 General

Each offeror shall submit a past performance volume with its proposal, containing past performance information in accordance with the following format:

a. Contents:

1. Table of Contents
2. Summary Page describing the role of the offeror and each subcontractor, teaming partner, and/or joint venture partner for which the offeror is required to provide Past Performance information Sheets on in accordance with paragraph b below.
3. Past Performance Information Sheets in accordance with Attachment 2
4. Consent Letters executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of past performance information so the offeror can respond to such information. This consent must also authorize release of any adverse past performance information. For each identified effort for a commercial customer, the offeror shall also submit a client authorization letter, authorizing release to the Government of requested information related to the offeror's performance. A sample consent letter is in Attachment 2

5. Client Authorization Letters for each identified effort for a commercial customer authorizing release to the Government of requested information on the offeror's performance.
6. Organization Structure Change History
7. Questionnaires.

b. Past and Present Performance Information Sheets: This information is required on the offeror and all subcontractors, teaming partners, and/or joint venture partners proposed to perform at least 20% percent of the proposed effort based on the total proposed price, or who will perform aspects of the effort the offeror considers critical to overall successful performance. Offerors are cautioned that the Government will use data provided by each offeror in this volume and data obtained from other sources in the evaluation of past performance. The offeror shall submit Performance Information Sheets in accordance with the format contained at Attachment 2.

## 5.2 Early Proposal Information

Each offeror is requested to submit the information required for the Past Performance Volume 15 working days after release of the RFP. Failure to submit early proposal information will not result in offeror disqualification. Offerors are required to submit the past performance information no later than the proposal due date.

## 5.3 Relevant Contracts

Submit information in accordance with Attachment 2: Past Performance Information on up to 10 recent contracts that you consider most relevant in demonstrating your team's ability to perform the proposed effort. For a description of the characteristics or aspects the Government will consider in determining recency and relevance, see Section M, provision M002 - Evaluation Factors, paragraph 3.2 - Past Performance Factor.

### 5.3.1 Specific Content

Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. Merely having problems does not automatically equate to a little or no confidence rating, since the problems encountered may have been on a more complex program, or an offeror may have subsequently demonstrated the ability to overcome the problems encountered. The offeror is required to clearly demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. This may allow the offeror to be considered a higher confidence candidate. For example, submittal of quality performance indicators or other management indicators that clearly support that an offeror has overcome past problems is required. Categorize the relevance information into the specific Mission Capability sub-factors and Cost/Price factor used to evaluate the proposal.

### 5.3.2 Organizational Structure Change History

Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal volume a "roadmap" describing all such changes in the organization of your company. A pamphlet or other commercial document describing such reorganizations may suffice. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation/ performance confidence assessment. Since the Government intends to consider

past performance information provided by other sources as well as that provided by the offeror(s), your "roadmap" should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources. In the case where an offeror is a division, subsidiary or joint venture formed specifically for this contract, the offeror must identify the predecessor entity(ies) that are being included in the new division, subsidiary or joint venture so that the Government can assess the relevancy of the past performance of the predecessor entity(ies) to the proposed performance of the offeror. Such information should include, identification of the technical and management staff, processes, procedures, infrastructure, etc., from the predecessor entity(ies) that are being included in the new division, subsidiary or joint venture.

### 5.3.3 Questionnaires

The Government requests the offeror send out Present/Past Performance Questionnaires to each of the Points of Contact (PoCs) identified in the Past Performance Volume. PoCs will submit completed questionnaires directly to the Government. Once the Present/Past Performance Questionnaires are completed by the PoCs, the information contained therein shall be considered sensitive and shall not be released to you, the Offeror. A suggested cover letter for transmitting the questionnaire to each PoC is provided as Attachment 2.

## **6.0 Volume IV - Cost/Price Volume**

### 6.1 Introduction

These instructions are to assist the offeror in preparing and submitting cost information required in accordance with FAR 15.403-3. The Government needs this data in order to properly assess the reasonableness, completeness and accuracy of the offeror's proposed Cost/Price. Compliance with these instructions is mandatory and failure to do so could possibly result in the rejection of your proposal.

The Contracting Officer (CO) has made a preliminary determination of "Adequate Price Competition". Therefore, a Certificate of Current Cost or Pricing Data per FAR 15.403-4 will not be required, and any references to said Certificate or to "PL 87-653" elsewhere in this document are not applicable. In the event that adequate competition does not emerge in response to the solicitation, the CO may require current cost and pricing data in accord with FAR 15.4.

All information regarding cost or pricing documentation must be included only in the Cost/Price Volume or in the associated Price Tables (B-Tables) within the contract documentation volume. **Under no circumstances shall any cost or pricing documentation be included elsewhere in the proposal.**

## **6.2 General Instructions**

### 6.2.1 Cost/Price Reasonableness and Realism

Note that unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or has made an unrealistic proposal. Offers should be sufficiently detailed to demonstrate their reasonableness and realism. The burden of proof for credibility of proposed costs/prices rests with the offeror.

### 6.2.2 Estimating Techniques and Methods

When responding to the Cost/Price Volume requirements in the solicitation, the offeror and associated subcontractors may use any generally accepted estimating technique, including contemporary estimating methods (such as Cost-to-Cost and Cost-to-Non-Cost Estimating Relationships (CERs), commercially

available parametric cost models, in-house developed parametric cost models, etc.), to develop their estimates.

### 6.2.3 Cost/Price Information

Information beyond that required by this instruction shall not be submitted, unless you consider it essential to document or support your cost/price position. All information relating to the proposed price including all required supporting documentation must be included in the section of the proposal designated as the Cost/Price volume.

### 6.2.4 Rounding

All dollar amounts provided shall be rounded to the nearest dollar. All loaded labor rates shall be rounded to the nearest penny.

## 6.3 Volume Organization

The Cost volume shall be prefaced by a table of contents, which shall specify, by page number, where each requested section of cost narrative documentation is located. The Cost Volume shall include the following:

Table of Contents:

Section 1 - Proposal Summary and Estimating Methodology Overview

Section 2 - Basis of Estimates (BOEs) for Labor

Section 3 - Other Information

Section 4 - Cost Formats

### 6.3.1 Section 1 - Proposal Summary and Estimating Methodology Overview

#### 6.3.1.1 Proposal Summary

Prepare the proposal summary in accordance with Paragraph A of the General Instructions for Table 15-2 contained in FAR 15.408.

#### 6.3.1.2 Estimating System

Provide a summary description of your standard estimating system or methods. The summary description shall cover separately each major cost (e.g., Direct Material, Engineering Labor, Manufacturing Labor, Indirect Costs, Other Direct Costs, Overhead, G&A, etc.). Also, identify any deviations from your standard estimating procedures in preparing this proposal volume. Indicate whether you have Government approval of your system and if so, provide evidence of such approval.

#### 6.3.1.3 Accounting System

- (1) Indicate whether you have Government approval of your accounting system and if so, provide evidence of such approval. Also, identify any deviations from your standard procedures in preparing this proposal.
- (2) Indicate whether you have Government approval for direct billing as outlined in DCAAM 7640.1.6-1007 and if so, provide evidence of such approval.

#### 6.3.1.4 Past Experience Based Estimates

Where cost estimates are based upon past experience, identify the past experience, explain how the past experience relates to the current requirements, including similarities and differences, and how cost data available from the past experiences was adapted to the current effort.

### 6.3.2 Section 2 - Basis of Estimates (BOEs)

The BOE shall provide the basis, rationale, metrics and estimating methodology and historical database used to derive the proposed labor hours. Based on each Statement of Objectives (SOO), SOO unique BOEs shall be provided for each priced task order. The BOE information shall provide an hourly estimate by category of labor by year for each task order identified. The BOE shall include a comparison of the proposed hours to historical experiences on similar/analogous projects and rationale for the proposed labor-skill mix. The offeror shall identify the man-month to man-hour conversion factors used in preparing the cost proposal. The offeror shall also identify any escalation rates used and explain why they should be considered. The offeror must provide clear traceability from the BOEs to their Labor Summary MS Excel cost format. **Cost per labor hour and total labor costs will not be included in the BOE submission.**

### 6.3.3 Section 3 - Other Information

#### 6.3.3.1 Commonality with Other Programs

Any cost reductions made in your proposal that are attributed to commonality with other programs or company-funded efforts must be supported with the following:

- |                            |   |
|----------------------------|---|
| (a) Commonality            | <ul style="list-style-type: none"><li>- Identify the specific program(s) and why it is applicable.</li><li>- Address the cost allowability and allocability of this action per FAR and your CAS Disclosure Statement.</li></ul>   |
| (b) Company-Funded Efforts | <ul style="list-style-type: none"><li>- Identify the specific efforts, the planned start and end dates, the applicability to the current solicitation, the source of company funding and how you plan to account for or allocate these costs in accordance with generally accepted accounting principles, and your CAS Disclosure Statement, if applicable.</li></ul> |

#### 6.3.3.2 Escalation Rates

Identify the escalation rates used for prime and subcontractor direct labor. Describe the basis of the escalation rates and explain why they should be considered reasonable.

#### 6.3.3.3 Labor Categories

Offerors shall submit a list of labor categories and the qualifications of the personnel in those labor categories. Describe each labor category identified in the Cost Formats to include duties, level of responsibility and minimum qualifications (i.e., years of experience, education requirements, etc). This shall also be included in the Performance Work Statement.

### 6.3.4 Section 4 – Cost Formats

#### 6.3.4.1 Cost Format Instructions

Offerors shall submit Cost Formats using an electronically submitted format compatible with MS Excel 2003 (“xls”). The formats are provided in an Excel file (“ATCH L-1.xls”), provided by the Government with the RFP. These formats are outlines which prescribe the basic cost information required. A description of each Excel Cost Format follows below:

##### 6.3.4.1.1 ETASS Task Order Summary

This worksheet provides a total of all the proposed labor cost, travel, and Other Direct Costs (ODC) for each of the submitted seven ETASS task orders, and a summary total for the entire cost proposal. Include

the Government-provided amounts for Travel and Other Direct Costs (ODC) in the total cost/price. These amounts per task order are as follows:

<u>Task Order</u>	<u>Travel \$</u>	<u>ODC \$</u>
850 (CoCom C2)	\$1,350,000	\$225,000
950 (ISR)	\$4,500,000	\$30,000
WE (Weather Systems)	\$750,000	\$30,000
551 (AWACS)	\$2,175,000	\$225,000
554/643 (Eng/Intg Maxwell-Gunter)	\$2,330,000	\$75,000
653 (Global Info Grid)	\$575,000	\$30,000
853 (Global Air Traffic)	\$4,229,901	\$216,000

#### 6.3.4.1.2 Labor Summary

There are seven worksheets provided, one for each task order. Provide the proposed labor hours and labor cost by category of labor by calendar year (CY), with resultant totals for the Base Year, Option year 1, Option year 2, and the Task Order Total. The CY loaded rate column will reflect the appropriate fully loaded contractual labor rate (to potentially include a mix of prime contractor and subcontractor effort), as obtained from the Cost Format "IDIQ B-Table". The detail of prime and subcontractor labor categories is not required in this Cost Format. The proposed task order labor hours shall track to the supporting Basis of Estimates (BOEs).

#### 6.3.4.1.3 IDIQ B-Table

This B-Table shall include **all** contractual fully loaded labor rates that the offeror will utilize in execution of the initial seven ETASS task orders. This B-Table will be used for follow-on task orders (unless the category is not identified). For all categories listed in the B-Table, provide rates for the location of Melbourne, FL. In this Cost Format, provide by calendar year (CY), the proposed categories of labor (include the location and on/off government facilities) performed by the prime contractor and, if applicable, the labor categories for associated subcontractors. For each calendar year, the offeror shall provide a fully loaded rate (inclusive of direct labor, all indirect costs, and profit) for each category of labor for the prime and each potential subcontractor. **Each fully loaded subcontractor rate should also include any indirect costs and/or profit added by the prime contractor.** This Cost Format has requested the percentage breakout and buildup of prime contractor and subcontractor effort relative to the proposed contractual fully loaded rate for each labor category. An example is depicted in the supplied Cost Format outline, whereby 70% of labor category A is supplied by the prime contractor and 10% each is supplied by three subcontractors - all with their fully loaded rates disclosed. **Note once again, the resultant composite prime/sub loaded rate will be the only rate going on contract.**

For evaluation purposes, also submit the direct labor rate by category of labor for the prime and each subcontractor. The direct labor rate is defined as the average rate actually paid to an employee in a specific category of labor. **If a subcontractor considers any portion of cost documentation "proprietary", that portion of the documentation shall be submitted under separate cover directly to the cognizant ESC Contracting Officer. These subcontractor direct labor rates should be clearly mapped to the associated fully loaded rate in the prime contractor's proposal.**

## 7.0 Volume V - Contract Documentation

### 7.1 Model Contract/Representations and Certifications

The purpose of this volume is to provide information for inclusion in the contract document and supporting file and will be evaluated in conjunction with the other volumes in accordance with the criteria in Section M. The offeror's proposal shall include a signed copy of the Model Contract, and Sections A through K. This includes:

#### 7.1.1 Section A - Solicitation/Contract Form

Completion of blocks 15A., 15B., 15C. and 16, and signature and date for blocks 17 and 18 of the Standard Form 33. Signature by the offeror on the Standard Form 33 constitutes an offer, which the Government may accept. The "original" copy should be clearly marked under separate cover and should be provided without any punched holes.

#### 7.1.2 Section B - Supplies or Services and Costs/Prices

Pricing information (B-Tables) is required of the 7 task orders in addition to the IDIQ B-Table and can be located in Attachment 2 of Section J.

#### 7.1.3 Section F - Deliveries or Performance

Periods of performance are contained in the individual task orders.

#### 7.1.4 Section G - Contract Administrative Data

Will be identified on the individual task orders.

#### 7.1.5 Section H - Special Contract Requirements

None

#### 7.1.6 Section I - Contract Clauses

The offeror shall complete requirements in accordance with Section I of the model contract.

#### 7.1.7 Section K - Representations, Certifications, and other Statements of Offerors

IAW FAR 52.204-08, contractor will submit completed representations, certifications, acknowledgments and statements and comply with the Online Representation and Certification Application (ORCA) requirements.

### 7.2 Exceptions to Solicitation Requirements

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format and content of Table 7.2.

**Table 7.2 - Solicitation Exceptions**

<i><b>SOLICITATION Document</b></i>	<i><b>Page/ Paragraph</b></i>	<i><b>Requirement/ Portion</b></i>	<i><b>Rationale</b></i>
---	-----------------------------------	--	-------------------------

<i>SOO, PWS, SPEC, Model Contract, ITO, etc.</i>	<i>Applicable Page and Paragraph Numbers</i>	<i>Identify the requirement or portion to which exception is taken</i>	<i>Describe why the requirement can/will not be met</i>
--	--	--	---

### 7.3 Other Information Required

#### 7.3.1 Authorized Offeror Personnel

Provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

#### 7.3.2 Government Offices

Provide the mailing address, telephone and fax numbers and facility codes for the cognizant Contract Administration Office, DCAA, and Government Paying Office. Also, provide the name and telephone and fax number for the Administrative Contracting Officer (ACO).

#### 7.3.3 Company/Division Address, Identifying Codes, and Applicable Designations

Provide company/division's street address, county and facility code; CAGE code; DUNS code; size of business (large or small); and labor surplus area designation. This same information must be provided if the work for this contract will be performed at any other location(s). List all locations where work is to be performed and indicate whether such facility is a division, affiliate, or subcontractor, and the percentage of work to be performed at each location.

#### 7.3.4 Attachments to the Model Contract

The offeror shall provide the following as attachments to the model contract:

##### 7.3.4.1 GFP and/or Base Support Requirements

Will be added in individual Task Orders if required. If the offeror requires the use of Government furnished items other than those specified, the offeror shall provide a listing including quantity, federal stock number, nomenclature, date needed and duration of availability, rental value per FAR 45.1 and 45.2, reason for need, and cross reference to cost/price volume paragraphs which pertain to GFP and/or base support. The offeror shall also provide the written authorization from the cognizant ACO, as applicable. The offeror shall supply this information in the format shown in Table 7.3.

**Table 7.3 - Required Information for Using GFP/Base Support**

<b><u>Quantity</u></b>	<b><u>Federal Stock #</u></b>	<b><u>Nomenclature</u></b>	<b><u>Duration Of Need</u></b>	<b><u>Rental Value</u></b>	<b><u>Reason for Need</u></b>	<b><u>Cross Ref. to Cost Prop</u></b>
2 EA	FS156-09-234	ACG-1372 Time Counter	1 Oct 03 – 30 Dec 04	\$1,000	Needed to calibrate our 5 mhz/1pps SATCOM simulator offset	Volume IV, pages 23 – 27, paragraphs A-C

7.3.4.2 Required Attachments: ETASS IDIQ B-Tables, Task Order Labor Sheets, OCI Mitigation Plan, Small Business Subcontracting Plan (if applicable), 1 IDIQ Performance Work Statement (PWS) and 7 Task Order PWSs (when combined the IDIQ PWS, 7 task orders PWSs, Performance Plans, and Performance Metrics (reference AFI 63-124) are limited to a total of 80 pages. Page limit does not include labor category descriptions(see 6.3.3.3))



ATT L-1.xls

**ATTACHMENT 1: CROSS REFERENCE MATRIX**

**For Prospective Offerors:** See paragraph 2.2.4 regarding instructions for completion of the solicitation Cross Reference Matrix. If this matrix conflicts with any other requirement, direction or provision of this solicitation, the other reference shall take precedence over this matrix. Additionally, to the extent this matrix discloses details as to the extent or manner by which the Government intends to evaluate offeror's proposals for award, Section M references in the matrix are for information purposes only and the Government shall be obligated to evaluate proposals solely in conformance with the provisions of the Section M of the solicitation.

An example of the format is shown below:

<b><i>SOLICITATION CROSS REFERENCE MATRIX</i></b>								
<i>Requirement</i>	<i>WORK</i>	<i>Section</i>	<i>Section</i>	<i>Oral Presentation</i>	<i>PWS</i>	<i>CDRL</i>	<i>IDIQ</i>	<i>TO</i>
	<i>Description</i>	<i>L (ITO)</i>	<i>M</i>				<i>SOO</i>	<i>SOO</i>
3.2.2	Program Office Estimate					N/A		
3.3.3	CARD Development	3.B.2				A001		

# Section M-Engineering and Technology Acquisition Support Services (ETASS)

## **M001 SOURCE SELECTION EVALUATION CRITERIA**

### **1.0 SOURCE SELECTION**

#### **1.1 BASIS FOR CONTRACT AWARD**

This is a best-value source selection conducted in accordance with (IAW) Federal Acquisition Regulation (FAR) 15.3, Source Selection, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), Air Force Federal Acquisition Regulation Supplement (AFFARS) and the Air Force Materiel Command Federal Acquisition Regulation Supplement (AFMCFARS). These regulations are available electronically at the Air Force (AF) FARSite, <http://farsite.hill.af.mil>. The Government will select the best overall offer, based on an integrated assessment of Past Performance, Mission Capability, Proposal Risk, and Price/Cost. The contract may be awarded to the Offeror deemed responsible IAW the FAR, as supplemented, whose proposal conforms to the solicitation's material objectives (including stated terms, conditions, representations, certifications, technical objectives and other information required by Section L of this solicitation), and which is judged, based on the evaluation factors and sub factors, to represent the best value to the Government. The Government seeks to award to the Offeror who gives the Air Force the greatest confidence that it will best meet or exceed the objectives affordably. This may result in an award to a higher-priced Offeror where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that the proposal represents the best value to the Government. To arrive at a source selection decision, the SSA will integrate the source selection team's evaluations of the evaluation factors and sub factors (described below). While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process.

#### **1.2 Number of Contracts and/or Task Orders to be Awarded**

The Government intends to award one Indefinite Delivery/Indefinite Quantity (ID/IQ) contract, but reserves the right to make no award. Additionally, concurrent with contract award, the government intends to issue 7 initial task orders, but reserves the right to issue fewer than 7 task orders, provided that the contract's minimum ordering requirement is met.

#### **1.3 Rejection of Unrealistic Offers**

The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in cost when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

#### **1.4 Correction Potential of Proposals**

The Government will consider, throughout the evaluation, the correction potential of any deficiency or weakness. The judgment of such correction potential is within the sole discretion of the Government. If an aspect of an Offeror's proposal not meeting the Government's objectives is not considered correctable, the Offeror may be eliminated from the competitive range, if applicable.

## **1.5 Competitive Advantage from Use of GFP/GFE**

The Government will take appropriate steps to eliminate any competitive advantage resulting from an Offeror's proposed use of Government-Furnished Documentation (GFD), Government-Furnished Software (GFS), Government-Furnished Property (GFP), and Base Support.

## **M002 EVALUATION CRITERIA (FEB 1997) (TAILORED)**

## **2.0 EVALUATION FACTORS**

### **2.1 Evaluation Factors and Subfactors and their Relative Order of Importance**

(1) Award will be made to the offerors proposing the combination most advantageous to the Government based upon an integrated assessment of the evaluation factors and subfactors described below. Mission Capability (Factor 1), Proposal Risk (Factor 2), and Past Performance (Factor 3) are all equal, and each is individually more important than Cost/Price (Factor 4). Within the Mission Capability and Proposal Risk factors, the subfactors are of equal importance:

#### Factor 1: Mission Capability

Subfactor 1: Technical Approach

Subfactor 2: Transition Planning

Subfactor 3: Personnel

Subfactor 4: Management Practices

#### Factor 2: Proposal Risk

Subfactor 1: Technical Approach

Subfactor 2: Transition Planning

Subfactor 3: Personnel

Subfactor 4: Management Practices

#### Factor 3: Past Performance

#### Factor 4: Cost/Price

### **2.2 Importance of Cost/Price**

In accordance with FAR 15.304(e), all evaluation factors other than cost or price, when combined, are significantly more important than cost or price; however, cost/price will contribute substantially to the selection decision. The total evaluated price will not be rated or scored, but will be a consideration for realism and reasonableness in the final source selection decision.

### **2.3 Factor and Subfactor Rating**

In accordance with AFFARS 5315.305 and Mandatory Procedures (MP) 5315.3 paragraph 5.5.1, a color rating will be assigned to each subfactor under Mission Capability. The color rating depicts how well the offeror's proposal meets the Mission Capability subfactor objectives in accordance with the stated evaluation criteria and solicitation objectives. The Mission Capability and Proposal Risk subfactors are described in section 3.1 below. In accordance with AFFARS 5315.305 and Mandatory Procedures (MP) 5315.3 paragraph 5.5.2, a proposal risk rating will be assigned to each of the Proposal Risk subfactors. In accordance with AFFARS 5315.305 and Mandatory Procedures 5315.3 (MP) paragraph 5.5.3, a performance confidence assessment will be assigned to the Past Performance Factor. Performance confidence represents the Government's assessment of the probability of an offeror successfully performing as proposed and is derived from an evaluation of the offeror's present and past work record, as described in paragraph 3.2 below. In accordance with AFFARS 5315.305 and Mandatory Procedures (MP) 5315.3 paragraph 5.5.4, Cost/Price will be evaluated as described in the paragraph 3.3 below. When the integrated assessment of all aspects of the evaluation is accomplished, the color ratings, proposal risk ratings, performance confidence assessment, and total evaluated price will be considered in the order of priority listed in paragraph 2.1 above. Any of these considerations can influence the SSA's decision.

### **3.0 EVALUATION CRITERIA**

#### **3.1 Mission Capabilities and Proposal Risk**

Each of the subfactors described below will receive a Mission Capability rating and a Proposal Risk rating. The Mission Capability rating shall be assessed at the sub-factor level and an overall factor level Mission Capability rating is not assigned. Mission Capability shall be rated using the color ratings listed in AFFARS MP 5315.3. If an offeror's proposal demonstrates a material failure to meet a government requirement, this is a deficiency in the offeror's proposal resulting in a Red/Unacceptable rating and the proposal is not awardable. The Proposal Risk rating focuses on the risks and weaknesses associated with an offeror's proposed approach and include an assessment of the potential for disruption of schedule, increased cost, degradation of performance, and the need for increased Government oversight, as well as the likelihood of unsuccessful contract performance. For each identified risk, the assessment also addresses the offeror's proposal for mitigating the risk and why that approach is or is not manageable. The Proposal Risk rating shall be assessed at the sub-factor level, and an overall factor level Proposal Risk rating is not assigned. Proposal Risk shall be rated using the ratings listed in AFFARS MP 5315.3.

##### **3.1.1 Sub-factor Technical Approach**

Under the Technical Approach sub-factor, the Government will evaluate the offeror's proposed approach with emphasis placed on the following areas:

- A. The degree to which the offeror presents a clear understanding and an innovative approach to fulfill all the objectives outlined in the ETASS IDIQ SOO.
- B. The soundness and efficiency of the offeror's tailoring of their standardized approach to fulfill all the objectives of the individual ETASS task orders (TOs).
- C. The degree to which the offeror's performance plan meets the objectives outlined in the ETASS IDIQ SOO and TOs. [The evaluation will also consider administrative burden and costs related to the proposed operation of the performance plan.](#)

##### **3.1.2 Sub-factor Transition Planning**

Under the Transition Planning sub-factor, the Government will evaluate the offeror's proposed approach to Transition Planning with emphasis placed on the following areas:

- A. The degree to which the offeror has proposed a comprehensive, detailed, effective plan to provide all transition services to ensure ESC mission objectives are met and efficiencies gained.
- B. The degree to which the offeror identifies resources needed to efficiently and effectively provide appropriate resource capability for the objectives at IDIQ/TO start.

### 3.1.3 Sub-factor Personnel

Under the Personnel sub-factor, the Government will evaluate the offeror's proposed approach to Personnel with emphasis placed on the following areas:

- A. Sound, realistic and standardized approach for obtaining/training/retaining qualified personnel to perform contract objectives as proposed.
- B. Understanding and ability to support ESC with reach back, potential surge situations and/or draw downs.

### 3.1.4 Sub-factor Management Practices

Under the Management Practices sub-factor, the Government will evaluate the offeror's proposed approach to Management Practices with emphasis placed on the following areas:

- A. Soundness of the offerors approach for overall team management, business practices and organizational structure required to properly and effectively administer the IDIQ contract and task orders.
- B. Effectiveness of the processes to manage cost/schedule/performance.
- C. The evaluation will consider the extent to which current and potential OCI's affect the performance of the ETASS contract, the administrative burden and costs related to identifying and avoiding or mitigating such OCI's, and the potential for such OCI's to affect the performance of and administrative burdens on other ESC contracts. The evaluation will consider the nature and number of such OCI's, contract amounts related to such OCI's, and the extent to which such OCI's affect contracts and programs administered by the various units comprising ESC.

## **3.2 Past Performance**

### **3.2.1 General.**

The Past Performance evaluation considers the offeror's demonstrated record of performance in providing products and services that meet users' needs. Performance confidence is assessed at the overall Past Performance factor level after evaluating quality aspects of the offeror's recent past performance, focusing on performance that is relevant to the Mission Capability and Proposal Risk subfactors and Cost/Price factor taking into consideration their relative order of importance. In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance proposal volume and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems, Defense Contract Management Agency (DCMA) and commercial sources.

### 3.2.2 Recency Assessment.

An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past five (5) years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated.

### 3.2.3 Relevancy Assessment

The Government will conduct an in-depth evaluation of all recent performance information obtained to determine how closely the products provided/services performed under those contracts relate to the Mission Capability subfactors and Cost/Price factor, including their relative order of importance. A relevancy determination of the offeror's (including joint venture partner(s) and major and critical subcontractor(s)) past performance will be made based upon the aforementioned considerations. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated. The past performance information forms (PIFs), and information obtained from other sources will be used to establish the degree of relevancy of past performance. The Government will use the following degrees of relevancy when assessing recent, relevant contracts:

Degree	Description
HIGHLY RELEVANT (HR)	Past/present performance effort involved essentially the same magnitude of effort and complexities this solicitation requires.
RELEVANT (R)	Past/present performance effort involved much of the magnitude of effort and complexities this solicitation requires.
SOMEWHAT RELEVANT (SR)	Past/present performance effort involved some of the magnitude of effort and complexities this solicitation requires.
NOT RELEVANT (NR)	Past/present performance effort involved little or none of the magnitude of effort and complexities this solicitation requires.

### 3.2.4 Performance Quality Assessment

The Government will consider the performance quality of recent, relevant efforts. The quality assessment consists of an in-depth evaluation of the past performance questionnaire responses, PPIRS information, Contractor Performance Assessment Reports (CPARS), interviews with Government customers and fee determining officials and, if applicable, commercial clients. It may include interviews with DCMA officials or other sources known to the Government. Pursuant to FAR 15.305(a)(2)(v), the assessment will consider the extent to which the offeror's evaluated past performance demonstrates compliance with subcontracting plan goals for small disadvantaged business (SDB) concerns, monetary targets for SDB participation, and notifications submitted under FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting. Pursuant to DFARS 215.305(a)(2), the

assessment will also consider the extent to which the offeror's evaluated past performance demonstrates compliance with FAR 52.219-8, Utilization of Small Business Concerns and/or FAR 52.219-9, Small Business Subcontracting Plan. The quality assessment may result in positive or adverse findings. Adverse is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comment received from sources without a formal rating system. For adverse information identified, the evaluation will consider the number and severity of the problem(s), mitigating circumstances, and the effectiveness of corrective actions that have resulted in sustained improvements. Process changes will only be considered when objectively measurable improvements in performance have been demonstrated. The Government will use the following quality levels when assessing recent, relevant efforts:

<b>Quality Assessment</b>	<b>Description</b>
EXCEPTIONAL (E)	Performance meets contractual objectives and exceeds many (objectives) to the Governments benefit. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
VERY GOOD (VG)	Performance meets contractual objectives and exceeds some (objectives) to the Governments benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
SATISFACTORY (S)	Performance meets contractual objectives. The contractual performance of the element being assessed contains some minor problems for which corrective actions taken by the contractor appear, or were, satisfactory.
MARGINAL (M)	Performance does not meet some contractual objectives. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractors proposed actions appear only marginally effective or were not fully implemented.
UNSATISFACTORY	Performance does not meet most contractual objectives and recovery is not likely in a timely manner. The contractual performance of the element being assessed contains serious problem(s) for which the contractor's corrective actions appear, or were, ineffective.

### **3.2.5 Confidence Rating**

The Past Performance factor will receive one of the performance confidence assessments described in AFFARS MP5315.3, paragraph 5.5.3.2, Table 3 – Performance Confidence. More recent and more relevant efforts may have a greater impact in determining the overall confidence rating than less recent and less relevant efforts.

### **3.2.6 Adverse Information.**

The government will conduct exchanges with offerors regarding adverse present and past performance data, as required by FAR 15.306.

### **3.2.7 Past Performance Unavailable.**

Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor. A strong record of relevant present and past performance may be considered more advantageous to the Government than a "Neutral Quality or Unknown Confidence" rating. In the case where an offeror is a division, subsidiary or joint venture formed specifically for this contract, the Government will evaluate the record of relevant past performance of the predecessor entities that are being included in the new division, subsidiary or joint venture in making its recency, relevancy, quality and confidence rating assessments.

### **3.3 Cost/Price**

#### **3.3.1 Cost/Price Evaluation.**

The Offeror's proposal must demonstrate and clearly describe an effective and efficient cost approach for accomplishing the stated objectives. The Offeror's cost/price proposal will be evaluated in accordance with the following:

#### **3.3.2 Total Evaluated Cost/Price**

The total evaluated cost/price will be evaluated as the sum of the initial seven ETASS task orders including basic year and option periods. The proposed estimated price shall not be the controlling factor for source selection purposes. Proposals will be evaluated at the Most Probable Cost (MPC) as determined by the Cost/Price Realism Assessment (CPRA), which will be calculated using the following:

- A. Labor Hour (LH): Labor Hour CLIN prices for the seven initial task orders will be evaluated at the MPC/CPRA for the Basic and two (2) Option years.
- B. Cost Reimbursable (CR): The Cost Reimbursable effort will be evaluated at the amounts provided by the Government in the RFP.
- C. All rates on the IDIQ B-Table will be examined for reasonableness and realism.

#### **3.3.3 Evaluation Technique**

The Offeror's cost/price proposal will be evaluated, using one or more of the techniques defined in FAR 15.404-1, in order to determine if it is reasonable and realistic. The Government shall analyze all prices for consistency and to determine if the proposed prices are materially unbalanced. The Government may determine that an offer is unacceptable if it is materially unbalanced as to the proposed price for the basic year award and the option year prices; or if despite an acceptable total solicitation effort price, the price (rates) of one or more labor categories is significantly over or under stated as demonstrated by the application of price analysis techniques.. An unbalanced offer is one for which proposed prices for some items are substantially less than expected; but for other items, proposed prices are substantially higher than the anticipated price.

#### **3.3.4 Price Realism Analysis**

The offeror's cost/price proposal will be evaluated for cost realism in accordance with FAR 15.404-1(d). This will include an evaluation of the extent to which proposed costs indicate a clear understanding of solicitation objectives, and reflect a sound approach to satisfying those objectives. The CPRA will consider technical/management risks identified during the evaluation of the proposal and associated costs. Cost information supporting a cost judged to be unrealistically low, and technical/management risk associated with the proposal will be quantified by the Government evaluators and included in the CPRA for each

offeror. When the Government evaluates an offer as unrealistically low or high compared to the anticipated costs of performance and the Offeror fails to explain these estimated costs, the Government will consider, under the applicable Proposal Risk sub-factor, the Offeror's lack of understanding of the technical objectives.

### **3.3.5 Information Other than Cost Pricing Data**

Information other than cost or pricing data will be evaluated for purposes of determining price realism and the best value.

### **3.3.6 Evaluation of Options**

Evaluation of options shall not obligate the Government to exercise such options.

## **4.0 Solicitation Objectives, Terms, and Conditions**

Offerors are required to meet all solicitation objectives, such as terms and conditions, representations and certifications, and technical objectives in addition to those identified as factors and subfactors to be eligible for award. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award. Any exceptions to the solicitation's terms and conditions must be fully explained and justified in the proposal.

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS  
(DEC 2001)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS**

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A  
TERRORIST COUNTRY (SEP 2004)  
252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND  
CANADA--SUBMISSION WITH OFFER (JUN 2005)

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT**

**52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the

last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

#### **52.227-07 PATENTS -- NOTICE OF GOVERNMENT LICENSEE (APR 1984)**

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is TBD, and the royalty rate is TBD. If the offeror is the owner of, or a licensee under, the patent, indicate below:

☐ Owner  
☐ Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

#### **52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

##### **I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or  
Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before

expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

## **B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT**

### **252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2005)**

(a) Definitions. As used in this provision--

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

- (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure  
(Name and Phone Number with Country Code, City Code  
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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#### **252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)**

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Item	Commercial Source of Supply (Y or N)	Company	Actual Address	Part No.	Mfg?
(1)	(2)	(3)	(4)	(4)	(5)	(6)	

- 
- (1) List each deliverable item of supply and item of technical data.
  - (2) If there is no national stock number, list "none."
  - (3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.
  - (4) For items of supply, list all sources. For technical data, list the source.
  - (5) For items of supply, list each source's part number for the item.
  - (6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

#### **252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)**

(a) Definitions. As used in this provision-

- (1) "Foreign person" means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.
- (2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
- (3) "United States person" is defined in 50 U.S.C. App. 2415(2) and means-
  - (i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
  - (ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and
  - (iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it-

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

#### **252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the

Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
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\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

- 52.211-02 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)
- 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)  
Rated Order: 'DO A7'
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
- 52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004) - ALTERNATE I (OCT 1997)
- 52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004) - ALTERNATE II (OCT 1997)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE II (OCT 1997)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE III (OCT 1997)  
Alt III, Para (c) Submit the cost portion of the proposal via the following electronic media: 'IAW Section L'
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE IV (OCT 1997)  
Alt IV, Para (b), Insert description of the information and the format that are required: 'Not applicable'
- 52.216-01 TYPE OF CONTRACT (APR 1984)  
Type of contract is 'Fixed Price (CLIN 1000), Labor Hour (CLIN 2000) and Cost Reimbursement (CLIN 3000)'
- 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
- 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
- 52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000) - ALTERNATE I (MAR 2000)
- 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)
- 52.233-02 SERVICE OF PROTEST (AUG 1996)  
Para (a) Official or location is 'ESC/XPK Contracting Officer'
- 52.237-08 RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (AUG 2003)
- 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS**

- 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)
- 252.237-7022 SERVICES AT INSTALLATIONS BEING CLOSED (MAY 1995)

**C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS**

- 5352.215-9000 FACILITY CLEARANCE (MAY 1996)

**D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS**

- 5352.209-9003 POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (JUL 1997)  
Para (a), Nature of the proposed conflict is 'See Section H and individual TO'  
Para (a)(1), nature of the proposed restraint and the applicable time period is 'See Section H'
- 5352.209-9003 POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (JUL 1997) - ALTERNATE I (JUL 1997)  
Para (a), Nature of the proposed conflict 'conditions spelled out in individual TO'  
Para (a)(1), Nature of the proposed restraint and the applicable time period 'See Section H'

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT**

**52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

**52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**B. OTHER SOLICITATION PROVISIONS IN FULL TEXT**

**ESC-L001 INSTRUCTIONS TO OFFERORS (MAY 2006)**

See attachment 4 in Section J

**L003 NEW MEXICO GROSS RECEIPTS TAX (AUG 2005)**

(a) New Mexico Gross Receipts (NMGR) applies to all receipts collected (cost and profit) from engaging in business in New Mexico (NM); selling property in NM, leasing property employed in NM, selling R&D services performed outside NM the product of which is initially used in NM if the contractor has nexus in NM, or performing services in NM.

(b) Offerors are expected to be knowledgeable of the Gross Receipts and Compensating Tax Act for the State of New Mexico in the preparation of their proposal. For assistance, please contact the State

of New Mexico Taxation and Revenue Department, P.O. Box 630, Santa Fe NM 87504-0603, or call (505) 827-0928 or 0909.

#### **L011 APPLICABLE CLAUSES (MAY 2002)**

The appropriate clauses to be included in the contract will be determined based on Offeror's response to the Section K representations.

(a) Patent Rights. If the Offeror is a small business firm or nonprofit organization, then FAR 52.227-11, PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM), DFARS 252.227-7034, PATENTS - SUBCONTRACTS, and DFARS 252.227-7039, PATENTS - REPORTING OF SUBJECT INVENTIONS will be used in Section I. Otherwise, FAR 52.227-12, PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM), will be included in Section I consistent with FAR Part 27.

(b) Cost Accounting Standards. Section I of this solicitation may contain the three Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, 52.230-5, and/or 52.230-6. The resultant contract will contain only those clauses required based on the Offeror's response to the Section K certification titled Cost Accounting Standards Notices and Certification (National Defense).

(c) State of New Mexico. Section I of this solicitation may contain the clause at FAR 52.229-10, STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX. The resultant contract will contain this clause only if performance is in whole or in part within the State of New Mexico and the contract directs or authorizes the contractor to acquire property as a direct cost under the contract.

(d) Educational institutions and nonprofit organizations. If a cost-reimbursement type contract is contemplated and the offeror is an educational institution, paragraph (a) of the clause at FAR 52.216-7, Allowable Cost and Payment shall be altered in the resultant contract to refer to FAR Subpart 31.3 for determining allowable costs. Similarly, if the offeror is a nonprofit organization (other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122), paragraph (a) of the clause at FAR 52.216-7 shall be altered to refer to FAR Subpart 31.7. In addition, if the offeror is an educational institution, DFARS 252.209-7005, MILITARY RECRUITING ON CAMPUS, will be added to Section I of the resultant contract.

(e) Subcontracting Plan. If the offeror has a comprehensive subcontracting plan under the test program described in 219.702(a), DFARS 252.219-7004, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) and associated implementation in Section H will be used in lieu of FAR 52.219-9, FAR 52.219-10, FAR 52.219-16, DFARS 252.219-7003, and H081.

#### **L029 DETERMINATION OF COMPETITIVE RANGE (FEB 1997)**

(a) Pursuant to FAR 15.306, the Contracting Officer's determination of competitive range of proposals submitted as a result of this solicitation will consider such criteria as technical evaluation/ranking of the proposal, initial cost/ price proposed, and other items set forth in Section M of this solicitation. See the Section M paragraph entitled "Evaluation Criteria," for a definitive listing of these criteria and their relative importance.

(b) Offerors are hereby advised that only those proposals determined to have a reasonable chance for award of a contract will be included in the competitive range. While every effort will be made to maintain strong competition, the Contracting Officer will also look to eliminate time consuming and unnecessary discussions with those offerors whose proposals have no reasonable chance for award. This procedure is considered beneficial to both the Air Force and the offerors involved since, in addition to saving further expenditure of resources, acquisition lead time should be reduced.

(c) Accordingly, offerors should submit initial proposals on their most favorable terms, from both a technical and cost/price standpoint. Again, it should be noted that proposals will not be included in the competitive range solely on the basis of technical acceptability, nor will they be included due to cost/price considerations alone.

(d) Offerors whose proposals are not included in the competitive range will be notified as soon as practicable. Additional information relative to such proposals will be provided through debriefing of unsuccessful offerors.

#### **L045 ACCESS TO AIR FORCE COMPUTER SYSTEMS (MAY 2004)**

If performance under this contract will require access to Air Force computer systems (stand alone or networked), compliance with Air Force Instruction (AFI) 33-119 and Air Force Instruction (AFI) 33-202 is mandatory. It should be noted that such access requires, at a minimum, a National Agency Check or Entrance National Agency Check in accordance with DoD 5200.2-R, Personal Security Program. Offerors should make themselves familiar with local procedures for processing such requirements, and be prepared to be in compliance on the first day of contract performance. Failure to comply with this requirement may be considered a failure to perform.

#### **L046 SUBMISSION OF COST OR PRICING DATA (FEB 2003)**

(a) It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit cost or pricing data. However, if after receipt of proposals it is determined that adequate price competition does not exist, cost or pricing data (see FAR 15.406-2, Certificate of Current Cost or Pricing Data) shall be required.

(b) If it is determined that adequate price competition does not exist, the offeror shall provide current, complete and accurate cost or pricing data within TBD after receipt of the Contracting Officer's request.

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

52.217-05 EVALUATION OF OPTIONS (JUL 1990)

**B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS**

5352.215-9019 ADDITIONAL EVALUATION FACTOR FOR CONSIDERATION OF PAST PERFORMANCE RED-YELLOW-GREEN PROGRAM (OVER \$100K) (AFMC) (AUG 2002)

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated in full text:

**OTHER SOLICITATION PROVISIONS IN FULL TEXT**

**ESC-M001 EVALUATION CRITERIA (MAY 2006)**

Please refer to attachment 5 in Section J.